

AEPA Solicitation Audit Checklist

Proposal: 025-E Security Solutions

Awarded Vendor(s): School Specialty;

Award Date: 2/20/25 **Contract Number:** 025-E

☒ 1 Legal Affidavit(s)

☒ 2 Copy of Solicitation Documents

☒ 3 Copy of Questions & Answers

NA ~~4 Copy of Addenda~~

☒ 5 Access Report

☒ 6 Opening Record

☒ 7 Copy of Qualified Vendor Responses

☒ 8 Recommendation for New Contracts

☒ 9 Copy of Signed Contract(s)



AFFIDAVIT OF PUBLICATION

State of Texas, County of Bexar, ss:

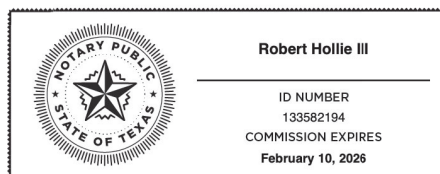
Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (MN), a newspaper printed and published in the City of Moorhead, County of Clay, State of Minnesota.

1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, August 7, 2024, Wednesday, August 14, 2024
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$25.00 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CASS County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

(Signed) Hayden Lipsky

VERIFICATION

State of Texas
County of Bexar



Subscribed in my presence and sworn to before me on this: 08/14/2024

Notary Public
Electronically signed and notarized online using the Proof platform.

AEPA #025 – LEGAL NOTICE

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Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 30 State Member Agencies until:

1:30 p.m. ET, September 17, 2024

Solicitations: 025-A Athletic Field Lighting, 025-B Hardwood & Synthetic Flooring, 025-C Copiers, Multi-Function Print Devices, Printers, & Managed Print Services, 025-D Roofing & Related Services, 025-E Security Solutions, 025-F Cybersecurity & Training, 025-G Portable & Modular Classrooms

All responses shall be submitted online via Bonfire by the due date and time listed above. Vendors are requested to visit AEPA's website at <https://ae-pacooop.org/registration-solicitations/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on August 1, 2024. Note that Vendors must be able to provide their proposed products and services in up to 30 states.

Solicitations will be publicly opened after 1:30 p.m. ET, September 17, 2024 at Lakes Country Service Cooperative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACOOOP.org.

(Aug. 7 & 14, 2024)

Google ruling may slowly bring changes

By SHIRA OVIDE
Washington Post

A federal judge last week said Google broke the law to kneecap competition in web search in ways that entrenched the company's power.

It was the second time in the past year that a judge or jury had declared Google an illegal monopoly. The previous time was over how Google runs its Android app store.

The next steps, which involve proposing legal fixes to undo Google's behavior, are essentially about imagining an alternative future in which Google isn't Google as we know it.

What new ideas could flourish, which new companies might get off the ground or what products might be cheaper if Google were handicapped from flexing its monopoly power over search?

Here are some changes that could result. In the end, though, not much may really change. That's what happened after Google was found to have broken the European Union's antimonopoly laws.

The U.S. government must now propose to Judge Amit Mehta ways to restrain Google's actions to fix its monopoly. It could take years to resolve. In the app store case, a judge will soon decide how Google must change its illegal status quo.

Google said it plans to appeal Monday's ruling and is "focused on making products that people find helpful and easy to use." A spokesman for Google declined to discuss speculation about what happens next.

But there are some possibilities.

A search engine without ads?

Imagine a Google-quality search engine but without ads — or one tailored to children, news junkies or Lego fans.

It's possible that Google could be forced to let other companies access its search technology or its essential data to create search engines with the technical chops of Google. What results could be more specialized choices.

You might imagine that a company takes Google's secret sauce and tweaks it to make a kid-friendly search engine, suggested Matt Stoller, director of research at the American Economic Liberties Project and a frequent critic of Big Tech power. Another company could prioritize websites that look out for your privacy. Another might show searches in a visual-first way.

"We're going to see the innovation of mankind come out," Stoller said.

Letting a thousand Google-type search engines bloom is



JASON HENRY • New York Times

The U.S. government must now propose to Judge Amit Mehta ways to restrain Google's actions to fix its monopoly. It could take years to resolve.

Could Google break up? It seems unlikely, but the government could ask the judge to split Google into parts to fix its illegal monopoly power. In this scenario, the Chrome browser might be its own company and so might Google search and Android, for example.

probably the idea that Google critics have embraced the most. But even if the government asks for it and Mehta agrees, it might not work.

There have been, and are, other search engines, including Microsoft's Bing, the privacy-focused DuckDuckGo and Nevea, started by a former senior Google executive. DuckDuckGo and Bing are nowhere near as popular or as lucrative as Google. Nevea was little used and shut down this year.

Apple could create a search engine

Google pays Apple many billions of dollars a year — \$20 billion in 2022 — to make Google the standard way to search the web on Apple's Safari browser.

That arrangement gives Google access to valuable searches from Apple device owners, and it guarantees Apple gobs of money.

Megan Gray, an antitrust law specialist with Gray-Matters Law & Policy and a critic of Google's power, said the judge could significantly change or end Google's deals with Apple and companies that put Google search front-and-center on Android phones

and web browsers.

The likeliest scenario is you'd need to pick whether to use Google on your iPhone or something else. But technologists and stock analysts have also speculated for years that Apple could make its own search engine. It would be like when Apple started Apple Maps as an alternative to Google Maps.

Apple didn't respond to a request for comment.

Could advertising become less expensive?

Mehta said Google has the power to charge artificially high prices for the text ads you might see when you search for terms like "auto insurance quotes Minneapolis."

In theory, if alternative search engines become popular, there would be more competition and lower prices for the insurance providers and other companies trying to grab your attention when you search.

And again, in theory, if they pay less for advertising, car insurance and other products you buy could be cheaper.

Could the company break up?

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but the government could ask the judge to split Google into parts to fix its illegal monopoly power. In this scenario, the Chrome browser might be its own company and so might Google search and Android, for example.

Stoller said that when corporations such as Standard Oil and AT&T have been forced to split up in past illegal-monopoly rulings, the component companies were liberated to come up with clever ideas that didn't have a chance inside the giant corporation.

Could privacy be strengthened?

Jason Kint, chief executive of online news lobbying group Digital Content Next, said Google's multiple products should no longer be allowed to co-mingle information about what you do. It would essentially be a divorce of Google's products without breaking the company up.

That could mean, for example, that whatever you did on your Android phone or the websites you visit using

Chrome would not feed into one giant Google repository about your activities and interests.

If Google had less information, it could be better for your privacy, and it might help other companies that don't have Google's wealth of data.

Could Android app store change?

The judge in the other Google monopoly case has seemed receptive to loosening the company's absolute power over apps.

That might mean that you would be able to buy an Amazon Kindle e-book from its Android app, which you can't do now. Games such as "Fortnite" that have been absent from Android phones might be available, too.

In a recent court hearing, the judge also seemed open to cutting the fees that Google collects when you buy digital subscriptions, to things like Disney Plus, Match.com or X from Android apps. That could translate into lower prices for things you buy in apps.

Our data is not safe. Resist when you can.

•SINGLETARY from DI

As part of the sign-up process, I was required to provide birthday information. However, I mistakenly reversed the numbers for month and day. Spotting my error minutes after registering, I tried to correct my profile, but Qatar's system wouldn't allow it.

I couldn't get help on the airline's site, so I sent a message via X to @qatarairport, which promised 24/7 customer support.

In a direct message, I was instructed that I would have to upload two identification documents, such as a passport, birth certificate or driver's license.

Wait, what? I didn't have to provide documentation when setting up the account.

Immediately, I became concerned. How many people have access to the data? Where is it stored? How secure is Qatar's system?

After several attempts, I couldn't get direct answers from Qatar through an emailed media request, so I reviewed its privacy notice.

The airline writes it "has taken adequate safeguards to ensure the confidentiality and security of your personal data."

I know I cannot win in the race to protect my data. It has been repeatedly exposed. But every act of defiance, however small, is worth a victory lap.

Then, it promised that to prevent unauthorized access, it has "put in place physical, technical and administrative measures to safeguard" my data.

This assurance did not comfort me after reading the following caveat: "Although we use reasonable efforts to protect your personal data, we cannot guarantee the security of your personal data transmitted to our website or mobile apps via the internet or similar connection."

Our data is not safe. In 2012, Target's computer system was breached, allowing criminals to access to steal credit and debit card information from as many as 40 million consumers. An additional 70 million customers had their names, phone numbers and email addresses compromised.

This incident affected my personal information. Almost seven years ago, Equifax announced a massive breach had exposed the personal information of about 147 million people. At the time, the company said hackers exploited a "website application vulnerability."

People's names, Social Security numbers, birth dates, addresses and, in some instances, driver's license

numbers, credit card numbers and other personal information were stolen, putting millions of folks at risk of identity theft and other fraudulent activity.

Equifax notified me that my data was compromised.

Every time there's a data breach, the companies involved tell their customers that they deeply regret the inconvenience it might cause. They pledge to enhance security procedures. However, gaps in data protection continue to lead to stolen data.

And, to be fair to the companies, can artists and hackers work full time, sometimes with the help of foreign governments, to outsmart corporate security systems.

So, I will not be uploading my driver's license, birth certificate or passport to Qatar's website for its travel rewards program. I found a workaround.

I deleted the one account with the wrong information and created a new one.

I know I cannot win in the race to protect my data. It has been repeatedly exposed.

But every act of defiance, however small, is worth a victory lap.

Resistance isn't always futile.

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS
• 612.673.7000 • 800.927.9233

Proposals for Bids

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its 30 State Member Agencies until: **1:30 p.m. ET, September 17, 2024**. Solicitations: 025-A Athletic Field Lighting, 025-B Hardware & Synthetic Flooring, 025-C Copiers, Multi-Function Print Devices, Printers, & Managed Print Services, 025-D Roofing & Related Services, 025-E Security Solutions, 025-F Cybersecurity & Training, 025-G Portable & Modular Classrooms, 025-H Playgrounds & Equipment. All responses shall be submitted online via Bonfire by the due date and time listed above. Vendors are requested to visit <https://aepacoop.org/registration> for instructions on how to register at no cost with Bonfire. AEPACOOP documents will be released on August 1, 2024. Note that Vendors must be able to provide their proposed products and services in up to 30 states.

Solicitations will be publicly opened after **1:30 p.m. ET, September 17, 2024** at Lakes Country Service Cooperative, 1001 E Mt. Faith,ergus Falls, MN 56537. An opening record will be posted to AEPACOOP.org.

Legal Notices

Public Notice
The Ordway Center for the Performing Arts in St. Paul, MN is soliciting RFPs for the provision of intelligent LED based Theatrical Lighting Fixtures and support materials. And, to be fair to the companies, can artists and hackers work full time, sometimes with the help of foreign governments, to outsmart corporate security systems.

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Electrical Contractor - <https://onedrive.live.com/?authkey=921AD4VH1UN8mMuZ&id=F07928D1B5E66B7&2149411&e=F07928D1B5E66B7&apartidroot=ot&parQt=sharedby&o=OneUp>

ETC Systems Integrator - <https://onedrive.live.com/?authkey=921AD4VH1UN8mMuZ&id=F07928D1B5E66B7&2149411&e=F07928D1B5E66B7&apartidroot=ot&parQt=sharedby&o=OneUp>

Proposals for Bids

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AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 08/05/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494591
StarTribune 08/12/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494591

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$459.20**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 08/12/2024

Diane E. Rak Kleszyk



Notary Public



PO Box 630567 Cincinnati, OH 45263-0567

AFFIDAVIT OF PUBLICATION

Cooperative Purchase, Lori Mittelstadt
Lakes Country Service Cooperative
1001 E Mount Faith AVE
Fergus Falls MN 56537-2375

STATE OF WISCONSIN, COUNTY OF BROWN

The Argus Leader, a daily newspaper published in the city of Sioux Falls, Minnehaha County, State of South Dakota, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

08/05/2024, 08/12/2024

and that the fees charged are legal.
Sworn to and subscribed before on 08/12/2024

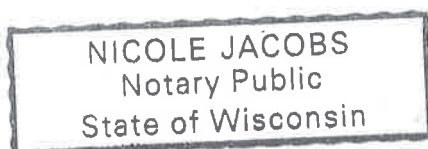
D. Roberts
Legal Clerk
Nicole Jacobs
Notary, State of WI, County of Brown
8-21-24

My commission expires

Publication Cost:	\$37.56	
Tax Amount:	\$0.00	
Payment Cost:	\$37.56	
Order No:	10429535	# of Copies:
Customer No:	1248830	0
PO #:	LABD0137287	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



AEPA 025

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Published August 5, 12 2024, at the total approximate cost of \$37.56 and may be viewed free of charge at www.sdpublicnotices.com

LABD0137287



AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (ND), a newspaper printed and published in the City of Fargo, County of Cass, State of North Dakota.

1. I am the designated agent of The The Forum of Fargo-Moorhead (ND), under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

2. The newspaper listed on the exhibit published the advertisement of: **ND Bids/Proposals Notice**; (2) time: *Wednesday, August 7, 2024, Wednesday, August 14, 2024*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

(Signed) Yuade Moore

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 08/14/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

AEPA #025 – LEGAL NOTICE

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See Proof on Next Page

State of Texas, County of Bexar, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of The Bismarck Tribune, and that the publication(s) were made through The Bismarck Tribune on the following dates:

PUBLICATION DATES:

Aug. 5, 2024, Aug. 12, 2024

NOTICE ID: Vn8oB8wl6p2jnHApaP8M

PUBLISHER ID: COL-ND-0385

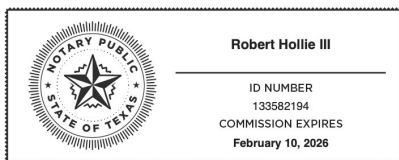
NOTICE NAME: AEPA 25 ND Bismarck Tribune

Publication Fee: \$165.60

(Signed) Hayden Lipsky

VERIFICATION

State of Texas
County of Bexar



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8/5, 8/12 - COL-ND-0385

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JASON HENRY • New York Times

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Stoller said that when corporations such as Standard Oil and AT&T have been forced to split up in past illegal-monopoly rulings, the component companies were liberated to come up with clever ideas that didn't have a chance inside the giant corporation.

Could privacy be strengthened?

Jason Kint, chief executive of online news lobbying group Digital Content Next, said Google's multiple products should no longer be allowed to co-mingle information about what you do. It would essentially be a divorce of Google's products without breaking the company up.

That could mean, for example, that when you did on your iPhone or the website you visited using

Chrome would not feed into one giant Google repository about your activities and interests.

If Google had less information, it could be better for your privacy, and it might help other companies that don't have Google's wealth of data.

Could Android app store change?

The judge in the other Google monopoly case has seemed receptive to loosening the company's absolute power over apps.

That might mean that you would be able to buy an Amazon Kindle e-book from its Android app, which you can't do now. Games such as "Fortnite" that have been absent from Android phones might be available, too.

In a recent court hearing, the judge also seemed open to cutting the fees that Google collects when you buy digital subscriptions, to things like Disney Plus, Match.com or X from Android apps. That could translate into lower prices for things you buy in apps.

Our data is not safe. Resist when you can.

•SINGLETARY from DI

As part of the sign-up process, I was required to provide birthday information. However, I mistakenly reversed the numbers for month and day. Spotting my error minutes after registering, I tried to correct my profile, but Qatar's system wouldn't allow it.

I couldn't get help on the airline's site, so I sent a message via X to @qatarairport, which promised 24/7 customer support.

In a direct message, I was instructed that I would have to upload two identification documents, such as a passport, birth certificate or driver's license.

Wait, what? I didn't have to provide documentation when setting up the account.

Immediately, I became concerned. How many people have access to the data? Where is it stored? How secure is Qatar's system?

After several attempts, I couldn't get direct answers from Qatar through an emailed media request, so I reviewed its privacy notice.

The airline writes it "has taken adequate safeguards to ensure the confidentiality and security of your personal data."

I know I cannot win in the race to protect my data. It has been repeatedly exposed. But every act of defiance, however small, is worth a victory lap.

Then, it promised that to prevent unauthorized access, it has "put in place physical, technical and administrative measures to safeguard" my data.

This assurance did not comfort me after reading the following caveat: "Although we use reasonable efforts to protect your personal data, we cannot guarantee the security of your personal data transmitted to our website or mobile apps via the internet or similar connection."

Our data is not safe. In 2012, Target's computer system was breached, allowing criminals to access to steal credit and debit card information from as many as 40 million consumers. An additional 70 million customers had their names, phone numbers and email addresses compromised. This incident affected my personal information.

Almost seven years ago, Equifax announced a massive breach had exposed the personal information of about 147 million people. At the time, the company said hackers exploited a "website application vulnerability."

People's names, Social Security numbers, birth dates, addresses and, in some instances, driver's license

numbers, credit card numbers and other personal information were stolen, putting millions of folks at risk of identity theft and other fraudulent activity.

Equifax notified me that my data was compromised.

Every time there's a data breach, the companies involved tell their customers that they deeply regret the inconvenience it might cause. They pledge to enhance security procedures. However, gaps in data protection continue to lead to stolen data.

And, to be fair to the companies, can artists and hackers work full time, sometimes with the help of foreign governments, to outsmart corporate security systems.

So, I will not be uploading my driver's license, birth certificate or passport to Qatar's website for its travel rewards program. I found a workaround.

I deleted the one account with the wrong information and created a new one.

I know I cannot win in the race to protect my data. It has been repeatedly exposed.

But every act of defiance, however small, is worth a victory lap.

Resistance isn't always futile.

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS
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Proposals for Bids

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its member agencies in Minnesota, North Dakota, and South Dakota until RFP #252 - Instructional Materials and Classroom Supplies.

Specifications and forms may be obtained by registering for free with CPC on "Public Purchase" (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 1:00 p.m. CT on Tuesday, September 17, 2024, and late proposals will not be considered.

Legal Notices

Public Notice
The Ordway Center for the Performing Arts in St. Paul, MN is securing RFPs for the provision of intelligent LED based Theatrical Lighting Fixtures and support materials. Please request a copy of the RFP by email to alford@ordway.org or by clicking this link. Proposals must be submitted by August 16, 2024 for consideration.

Public Notice
The Ordway Center for the Performing Arts in St. Paul, MN is soliciting RFPs for an Electrical Contractor and an ETC Theatrical Lighting System Integrator for the renovation and upgrade of the Ordway Music Theater Lighting system. Please request a copy of the RFP by email to alford@ordway.org or by clicking this link below. Proposals must be submitted by October 1, 2024 for consideration.

Electrical Contractor - <https://onedrive.live.com/?authkey=%21A0BzCLXjovV0&id=F07928D1B5E66B7&2149411&e=F07928D1B5E66B7&apartidroot=ot&parQt=sharedby&o=OneUp>

ETC Systems Integrator - <https://onedrive.live.com/?authkey=%21A0BzCLXjovV0&id=F07928D1B5E66B7&2149411&e=F07928D1B5E66B7&apartidroot=ot&parQt=sharedby&o=OneUp>

Proposals for Bids

Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPAA) on behalf of its 30 State Member Agencies until: **1:00 p.m. ET, September 17, 2024**
Solicitations: 025-A Athletic Field Lighting, 025-B Hardware & Synthetic Flooring, 025-C Copiers, Multi-Function Print Devices, Printers, & Managed Print Services, 025-D Roofing & Related Services, 025-E Security Solutions, 025-F Cybersecurity & Training, 025-G Portable & Modular Classrooms, 025-H Playgrounds & Equipment.
All responses shall be submitted online via Bonfire by the due date and time listed above. Vendors are requested to visit <https://aepaap.org/registration> for instructions on how to register at no cost with Bonfire. AEPAA documents will be released on August 1, 2024. Note that Vendors must be able to provide their proposed products and services in up to 30 states.

Solicitations will be publicly opened after **1:00 p.m. ET, September 17, 2024** at Lakes Country Service Cooperative, 1001 E Mt. Faith, Ferus Falls, MN 56537. An opening record will be posted to AEPAA.org.

Notice to Vendors
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPAA) on behalf of its 30 State Member Agencies until: **1:00 p.m. ET, September 17, 2024**
Solicitations: 025-A Athletic Field Lighting, 025-B Hardware & Synthetic Flooring, 025-C Copiers, Multi-Function Print Devices, Printers, & Managed Print Services, 025-D Roofing & Related Services, 025-E Security Solutions, 025-F Cybersecurity & Training, 025-G Portable & Modular Classrooms.

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StarTribune
Business

Monday, August 12, 2024

Cooperative Purchasing Network

N/A

D-3-All

Notice to Vendors Sealed solicita...

Advertiser:

Agency:

Section-Page-Zone(s):

Description:

Ad Number: 0000494592-01

Insertion Number: N/A

Size: 1 Col x 3.39 in

Color Type: 0

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 08/05/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494592
StarTribune 08/12/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	494592

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$436.80**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 08/12/2024

Diane E. Rak Kleszyk



Notary Public

Request for Proposal AEPA RFP#025 E Security Solutions

Bid Security Required: None

Part A – Instructions and Specifications

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

September 17, 2024, at 1:30 p.m. ET

Each package consists of multiple parts:

- Part A – Instructions and Specifications**
- Part B – AEPA General Terms and Conditions**
- Part C – Member Agency (State) Terms and Conditions**
- Part D – Questionnaire**
- Part E – Signature Forms**
- Part F – Discount & Pricing Workbook**

All offers must be submitted online via the Bonfire eProcurement website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Bonfire, <https://aepacoop.bonfirehub.com/>.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 30 states including California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found below.

Solicitations will be opened online on **September 17, 2024, at 1:30 p.m. ET.**

Bid & Contract Timeline:

August 1, 2024	Release of IFBs/RFP via Bonfire
August 19, 2024	Voluntary Pre-Bid Conference Call
August 30, 2024	Deadline for questions from Respondents
September 17, 2024	Deadline for Submittals and Reading via Bonfire
September 19, 2024	Opening Record posted on the AEPA website, www.aepacoop.org

December 2-4, 2024	AEPA Approval of Offers
After December 4, 2024	Vendor Partners submit required documentation to AEPA Agencies
	Initial contract term–See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

I. General Solicitation Procedures

A. Issuing Agency

The great benefit to the Vendor is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Solicitations may be issued as an IFB or an RFP depending on the category of goods/services being solicited. Respondents to a solicitation will submit their response in the required formats (PDF, Excel) of all files requested along with current pricing via Bonfire, a free online bidding platform, by the published due date and time. Respondents selected in response to this solicitation have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students, with additional local government agencies as permitted by state law.

Each AEPA Member Agency will individually publish notice of the solicitation. Respondents will submit responses online, electronically via Bonfire, <https://aepacoop.bonfirehub.com/>. Instructions on registering for AEPA solicitations on Bonfire can be found on the AEPA website, www.aepacoop.org. Responses deemed complete at opening will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the solicitation, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with competitive procurement regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own solicitation, Request for Proposal (RFP), or Request for Quotations (RFQ). This saves the entity time and allows for economical and efficient purchasing.

AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the solicitation, open each response, evaluate, and select). Money is saved in procurement cost and lower prices will be the result of volume purchasing. Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own solicitation, a cooperatively solicited contract may not be attractive to these members. **We request that Respondents respond with advantageous pricing and package so that together we can attract members to prefer the cooperatively awarded contract.**

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Questions

All questions from Respondents must be submitted online through Bonfire, AEPA will not accept questions in any other format during the solicitation process. All questions received during the solicitation process will be available via Bonfire. All Respondents will be automatically notified through email when AEPA responds to a question asked by a potential respondent. It is the Respondent's responsibility to check Bonfire for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue addenda during the solicitation process, all Respondents will be automatically notified through email of the released addenda. AEPA is not responsible for Respondents not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding this solicitation after Opening, but before the approval of the contract, should be submitted to questions@aepacoop.org.

Questions regarding this solicitation after Notification of Approval should be submitted to bid-committee@aepacoop.org.

C. Respondent Qualifications

An essential part of the solicitation process is an evaluation to qualify the company being considered. All solicitations must contain answers, responses, and/or documentation to the information requested in the documents. Any Respondent failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to participating AEPA member states and purchasing entities as defined in this solicitation. The Respondents are required to communicate and demonstrate within their response they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining, and/or supporting the product lines of products, equipment, services, or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

If required as noted at the top of this Part, bids or proposals must be accompanied by a satisfactory security bond. Please note that not all AEPA Bid categories require a security bond.

If a security bond is required, a hard copy of the bid security must be in the possession of AEPA on or before, the exact due date and time. Original copies of the security must be submitted to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Bonfire. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.

An acceptable bid/proposal security will have the principal being the Respondent and the Association of Educational Purchasing Agencies listed as the Agency of Record. The Security may be a one-time bond underwritten by a surety company licensed to issue bonds in the state

of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The security bond must remain in force for one hundred twenty (120) days of the solicitation opening.

E. Solicitation Submittal

1. Preparation of the Response

- a. The solicitation is published in multiple parts.
 - i. Part A contains the solicitation instructions, and the technical specifications.
 - ii. Part B is the general terms and conditions for all AEPA agencies.
 - iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
 - iv. Part D is a required Questionnaire found and completed in Bonfire.
 - v. Parts E and F are to be filled out in their entirety and submitted online via Bonfire in their required formats with the Respondent's offer. Some categories may request additional forms. All forms must be uploaded before the published solicitation due date and time of opening.
 - b. All responses must be on the forms provided by AEPA for each solicitation found in Bonfire unless otherwise noted. Respondents will submit all documents, in their required formats, online via Bonfire by the due date and time of the solicitation.
 - c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents may result in the offer being deemed non-responsive.
 - d. In case of an error in extension of prices in the solicitation, unit prices must govern.
 - e. Periods of time stated as a number of days must be in calendar days, not business days.
 - f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
 - g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.
2. **Document Development:** Forms for this solicitation are published in Bonfire, in Excel, and PDF formats. Some forms (questionnaire) may be completed directly in Bonfire. Respondents must scan and upload all documents to Bonfire following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
- a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
 - b. **Part D – Questionnaire:** Complete directly in Bonfire. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company.

- c. **Part E – Signature Forms:** Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
 - d. **Part F – Discount & Pricing Workbook:** Complete the Excel workbook provided. Title the Excel document as per the instructions in Document Development above. Be sure to complete the required tabs as outlined in Part F.
- 3. **Price Lists and/or Catalogs:** For catalog bids, Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format. Links to online pricing are acceptable as long as pricing is included, not just descriptions of product.
- 4. **Solicitation Transmittal**
 - a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Bonfire, on or prior to the exact published due date and time.
 - b. If a security bond is required (noted at the top of Part A), a hard copy of the security must be in the actual possession of, on or before, the exact due date and time and a copy must be submitted via Bonfire. Original copies of the security must be submitted in a sealed envelope properly addressed to the Association of Educational Purchasing Agencies, with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box to AEPA c/o LCSC, ATTN: Purchasing Dept, 1001 E Mt Faith, Fergus Falls, MN 56537 in a sealed envelope. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit.
 - c. If the designated location for receiving the bid or proposal security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open.
 - d. Responsive offers will be opened, and the name of each Respondent and other appropriate information will be posted on the AEPA website.

- F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies, and procedures; AEPA Member Agencies' policies and procedures.

For IFB categories, approval of prospective Vendor Partners and recommendation of contracts will be made to the lowest responsive and responsible Respondent utilizing the criteria listed in this solicitation. As a reminder, AEPA recommends offers to Respondents. Final contract awards are subsequently made by individual AEPA Member Agencies.

- 1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - a. Submitted on time.
 - b. Materially satisfy all mandatory requirements identified throughout the solicitation.
 - c. Must substantially conform to all of the specified requirements in the solicitation in the judgment of AEPA and its AEPA Member Agency representatives.
 - d. Any deviation from requirements indicated herein must be stated, in writing, and included with the offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.

- e. Deviations or exceptions stipulated in response may result in the offer being classified as non-responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent's offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.
 - f. In preparing a proposal, the Respondent's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.
2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received after the deadline; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.
3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will assure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Vendor Partner has:

- a. Submitted a responsive offer;
- b. The qualifications stipulated in this solicitation, such as adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction;
- c. A demonstrated and documented satisfactory track record of performance in the national marketplace;
- d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations, and codes;
- e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations, and requirements identified in this solicitation;
- f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.

4. Cost Evaluation:

- a. Cost and price schedules conform to and provide the information required in this part of the bid or proposal;
- b. Pricing offered that is equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
- c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts;
 - i. Line-Item/Construction Bid: Lowest responsive, responsible Bidder(s). Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs; or
 - ii. Catalog Bid: Lowest responsive, responsible Bidder(s) is/are determined based on the price evaluation criteria; and by a "Core List" and/or by creating a "Market Basket Study" to compare overall pricing between Respondents. A "Market Basket" is a list of items typically purchased by AEPA Member Agencies and their Participating Entities that represent a cross-section of the types of those items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the AEPA evaluators. Based on the cost evaluation, a recommendation will be made to approve a single Bidder or make a multiple Bidder award. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.
 - iii. Proposal: Identified weighted criteria for evaluation, including pricing, published in this part of the solicitation.

G. Contract Award and Implementation

An AEPA category committee will perform initial response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Respondents who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the response, a Respondent becomes a "Vendor Partner" for AEPA.

All respondents will be notified of the outcome of the solicitation. Vendors recommended for award by AEPA states will be posted on the AEPA website.

Once the approved Respondents have been notified, it is their responsibility to contact those AEPA Member Agencies (up to 30) who had indicated an interest in participating and sending them Part E Signature Forms with the contract for each state to complete. Each AEPA Member Agency will review, evaluate, and determine which, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state-specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled, and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency's representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

II. Responsibilities of a Vendor Partner

- A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.
 2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
 3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
 4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
 5. Quarterly, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
 6. Report sales and administrative fees by participating state if requested by AEPA.
 7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
 8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April or May and the Winter Meeting which is typically the week after Thanksgiving and has historically been held in conjunction with the Association of Educational Service Agencies (AESAs) annual conference. At the Annual Meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
 9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
 10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

III. Responsibilities of AEPA Member Agencies

- A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
 3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
 4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.

5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
6. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.
7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Vendor Partners.

IV. Category Specifications

Scope of Work

Under this solicitation and within the scope of security solutions, AEPA is looking for products and services that fall into four defined categories: 1) Crisis Alert/Management, 2) Access Control, 3) Surveillance Equipment, and 4) Perimeter Security/Protective Barriers. Vendors may respond to all or any number of the four categories.

Types of products and supplies include, but are not limited to: mechanical, electrical, wireless crisis management software/hardware, surveillance equipment, evidence based online mental health service for “at risk” students that is relevant to *Safe School and Mental Health Assistance Plans*, preventative and predictive software/hardware, social media monitoring, and other software/hardware solutions designed to expand and enhance the protection of students, employees, and the public at schools and related venues from security threats, as well as: On site surveys, Video Service and Monitoring, Mechanical-Electronic-Wireless Door Locking, Eye lock Biometrics, Intruder Lock and Exit Device for Classrooms, Hardwire and Wireless Panic Alert System, Access Controls, Access Technologies, Ballistic and Blast Resistant Doors and Glass, Gunshot Detection, Perimeter Security, Protective Barriers, Real Time Locating System, Real Time Online E Services, Telemetry Controls, Mass Notifications, Instant Police Dispatch, Alarm Verifications (Intrusion, Fire, Active Shooter, Thermal).

Types of services may include, but are not limited to: Design, Training, Support, Installation Types of services may include, but are not limited to: Consulting, Assessment Design, Implementation, Administration, Training and Support, Process from setup to completion, measurable baseline, performance matrix, reporting matrix, attached case studies, special terms and conditions for this service.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular product lines available.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of security solutions, AEPA will consider multiple recommendations for state awards based on categories and on a national or regional basis.

AEPA is seeking qualified, experienced Distributor(s)/Supplier(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required services, supplies, materials, equipment, and labor to participating AEPA Member states (up to 30) in regions declared in their proposal (up to 8 regions) in the category of Security Solutions. Regions are defined as:

- **Region 1:** New England (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont).
- **Region 2:** Mid-Atlantic (New Jersey, New York, Maryland, Delaware, and Pennsylvania)
- **Region 3:** East North Central (Illinois, Indiana, Michigan, Ohio, Wisconsin)
- **Region 4:** West North Central (Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota)
- **Region 5:** South Atlantic (Florida, Georgia, North Carolina, South Carolina, Virginia, District of Columbia, Kentucky, and West Virginia)
- **Region 6:** East South Central (Alabama, Mississippi, Tennessee, Arkansas, and Louisiana)

- **Region 7:** Mountain (Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah Wyoming, Texas, and Oklahoma)
- **Region 8:** Pacific (Alaska, California, Hawaii, Oregon, and Washington)

AEPA reserves the right to modify the regions after recommendation of award.

Qualified vendors will be able to respond to requests from a number of different types of educational, governmental and public institutions seeking source(s) for a catalog of security products and services designed to reduce or eliminate security risks at public facilities such as school campuses, classrooms, city offices, auditoriums, stadiums, and other areas where students, employees, and the general public gather.

1. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In
California	Yes	AZ, NV
Colorado	Yes	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	Yes	
Indiana	Yes	
Iowa	Yes	
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	No	
Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	Undecided	
New Mexico	Yes	
North Carolina	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	
Pennsylvania	No	DE, HA, MD, NY
South Carolina	Yes	
Texas	Yes	
Virginia	Undecided	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD,UT

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and award. The AEPA Member Agency's contracting decision shall be final.

2. Anticipated Volume

Security Solutions is a repeat category for AEPA. The resulting award will be an Indefinite Delivery,

Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$8 million in sales in the first contract year. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Respondents in preparing responses only. It is not to be considered a guarantee of volume under this RFP. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

3. Voluntary Pre-Solicitation Conference Call

AEPA will host a voluntary pre-**solicitation** conference call for any interested Bidders or potential Bidders. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Solicitation Conference Call Schedule (All RFP Categories)

Solicitations	Date	Eastern	Central	Mountain	Pacific
AEPA 025 Voluntary Pre-Bid Conference Call - All RFP Categories	Mon Aug 19 2024	2:00 PM	1:00 PM	12:00 PM	11:00 AM

Conference Call Meeting Link:

<https://us02web.zoom.us/j/81346015848?pwd=mcY1LR3uWAsWj8v86aBaOEDuA9y9XE.1>

Meeting ID: 813 4601 5848

Passcode: 274yRg

Dial In Information:

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US

Meeting ID: 813 4601 5848

Passcode: 738244

4. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and websites are subject to change and are believed to be accurate and up-to-date as of the date of the contract documents.

- a. • NIST (National Institute of Standards and Technology)
- b. • CIS Controls (Center for Internet Security Controls)
- c. • HIPAA (Health Insurance Portability and Accountability Act) / HITECH Omnibus Rule
- d. • PCI-DSS (The Payment Card Industry Data Security Standard)
- e. • GDPR (General Data Protection Regulation)
- f. • CCPA (California Consumer Privacy Act)
- g. • COBIT (Control Objectives for Information and Related Technologies)
- h. • FERPA (The Family Educational Rights and Privacy Act of 1974)
- i. • COPPA (Children's Online Privacy Protection Rule)
- j. • NERC CIP Standards (NERC Critical Infrastructure Protection Standards)

5. Product | Category Specific Specifications

Item	Description
6.1.1.	Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions. · Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information. · Detection processes and procedures are maintained and tested to ensure awareness of anomalous events. · Analysis is conducted to ensure effective response and support recovery activities. · Response activities are coordinated with internal and external stakeholders (e.g., external support from law enforcement agencies)
6.1.2.	<p>Crisis Alert/Management</p> <p>For IP/networked based systems or solutions, the following features are desired:</p> <ul style="list-style-type: none"> • Multi-Channel Alert Delivery: The system should support multiple communication channels such as text messages, emails, voice calls, mobile app notifications, social media, and desktop alerts. • Customizable Alert Templates • Ability to integrate with previously purchased security system products or solutions • Off site viewing capabilities (i.e., mobile device) • Mobile or wireless panic button • Door locking system controlled by the agency • Mechanical, electronic wireless door locking • Automated activation devices • Analysis and management software solutions: Self-hosted and Software as a Service (SaaS) based systems • Mass Notifications/Emergency Communication Systems: to include intercoms, public address (PA) systems, mass notification software and emergency alert apps • Integration with emergency services • Alarm Verifications: Intrusion, Fire, Active Shooter, Thermal • Aero Scout Real Time Locating System • Hardwire and wireless panic alert system • Mobile accessibility and offline support • Real-time reporting and analytics • Training and awareness
6.1.3.	<p>Access Control</p> <p>The following features are desired:</p> <ul style="list-style-type: none"> • Scalable • Multi-factor authentication • Centralized management • Customizable access levels • Audit trails and reporting • Electronic locks and keyless entry systems • Access control credentials (keycards or fobs) • Role-based access control • Eye lock iris biometrics • Remote access control management • Interoperability with security systems • Intruder lock & exit devices for classrooms • Master keying systems • Panic & fire exit hardware • Compliance with standards and regulations (FERPA, HIPAA)
6.1.4.	<p>Surveillance Equipment</p> <p>For IP/networked systems or solutions, the following features are desired:</p> <ul style="list-style-type: none"> • On/off recording capabilities • Sound integration and sound recording capabilities • Ability to integrate with previously purchased security system products or solutions • Offsite viewing capabilities (i.e., mobile device) • Software solutions self-hosted and Software as a Service (SaaS) based systems

Item	Description
	<ul style="list-style-type: none"> • Video service & monitoring/security camera system • Compliance with Standards and Regulations (FERPA, HIPAA)
6.1.5.	Perimeter Security/Protective Barriers The following features are desired: <ul style="list-style-type: none"> • Ballistic & blast resistant doors & glass • Perimeter security • Protective barriers • Telemetry controls
6.1.6.	All equipment, supplies, products, and all related accessories that can be purchased must be new and actively marketed products by the manufacturers and/or their authorized dealers.
6.1.7.	For time and materials-based services, a “not to exceed” project quote must be provided to the purchasing Member Agency for work approval before work begins.

6. Pricing

AEPA has identified acceptable pricing methodologies that are to be utilized to submit pricing. Pricing strategy descriptions are found in Part A – AEPA Instructions and General Terms and Conditions. We request that the pricing response contain sufficiently detailed information to determine a realistic cost for AEPA member agencies. The Vendor Partner agrees that the cost for any item offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency’s Administrative Fee, or other approved reasons. The respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.**

AEPA is expecting pricing on the vendor’s entire offering under the scope of this solicitation. Proposers are encouraged to offer optional pricing strategies (“Hot List”, Volume discounts, Customized Price Lists, Specials), and additional financing options.

For services, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a “not to exceed” project quote to the purchasing Agency for work approval.

AEPA requires that pricing be returned using the Part F Excel Forms provided, or in an Excel format that contains the information requested in Part F.

7. Part F - Pricing Workbook

Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:

- Regional Areas (Required)
- F.1 – Category Discounts (Required)
- F.2 - Price Schedule (Required)
- F.2A – Package Price Schedule (Optional) – *Part F.2A is for Package Pricing. *Use this form if your firm uses package pricing based on student population, building sites, and/or square footage. You may upload separate spreadsheets as long as they contain the minimum information as described on Part F.2A. Additional product offerings outside of what is provided on Part F.2 may not be added to this form.*
- F.3 – Services Price Schedule (Optional)
- F.4 – Volume Discounts (Optional)
- F.5 – State Multiplier (Optional) – *Part F.5 is for state wage rates. *Use this form if responding with time and material service offers.*

Pricing will be evaluated on a combination of items from all pricing schedules. Pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value. See Evaluation, Approval and Award in Part A – Terms and Conditions for additional information.

8. Evaluation

The AEPA Committee for this category will evaluate proposals based on the entire response, and according to the criteria detailed in Part A for AEPA's definition of Responsive and Responsible proposals. A recommendation may be made to recommend a single response, or to recommend multiple offers based on differentiation of product or service. AEPA will vote as a whole to accept or not accept a committee's recommendation. Once accepted, each recommended response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.

Criteria	Yes/No
Complete Response to Solicitation	
Financial Viability	
Ability to provide goods/services to regional majority of participating agencies.	
Criteria	Points
Conformance to Terms and Conditions	5
Pricing EQUAL TO or BETTER THAN offered to individual entities or cooperatives with Equal or Lesser Volume	7
Quality and Suitability of Products, Services & Solutions Offered	9
Marketing Plan	5
Demonstrated Track Record of Performance in the Public Marketplace (may include reference checks)	9
Value Added Attributes	9
References	5
Total Score - Technical	49
Cost Evaluation	51
Total Scores	100

Part E – Signature Forms

AEPA 025-E

Security Solutions

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Responding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Bonfire.

*Note, a solicitation checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Responding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		
13. Governing Law; Forum Selection.		

Name of Business

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	_____	Date	_____
Address	_____	City, State Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

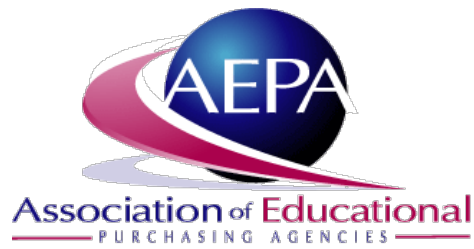
Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	3/1/2025	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created



AEPA RF	
Bidding Company Name:	
Regional	
Check the Category(s) and the Regions that	

AEPA Security Solutions RFP Regions: This	Crisis Alert	Access Control
Massachusetts, New Hampshire, Rhode Island, and		
Maryland, Delaware and Pennsylvania)		
Michigan, Ohio, Wisconsin)		
Minnesota, Missouri, Nebraska, North Dakota, South		
Carolina, South Carolina, Virginia, District of		
Tennessee, Arkansas and Louisiana)		
Montana, Nevada, New Mexico, Utah Wyoming,		
and Washington)		

P #025 E Security Solutions

Enter company name here

Areas and Categories Served

you will be supplying Products and Services. THIS IS A REQUIRED FORM.

[illegible]



Public Q&A

#10 - Security Solutions

D.A.P. Security, LLC, Aug 13, 2024 8:57 AM EDT, Not Public - Pending

What kind of security services are you looking for?

Jane Eastes, Aug 23, 2024 6:57 PM EDT, Public - Answered

Please refer to Part A for AEPA 25-E Security Solutions RFP. On page 9 you will find the Scope of Work requested for the RFP. The Scope of Work leads with this description: "Under this solicitation and within the scope of security solutions, AEPA is looking for products and services that fall into four defined categories: 1) Crisis Alert/Management, 2) Access Control, 3) Surveillance Equipment, and 4) Perimeter Security/Protective Barriers. Vendors may respond to all or any number of the four categories." The Scope of work continues with additional detail.

#17 - Administrative Fee

Clever, Aug 19, 2024 2:26 PM EDT, Not Public - Pending

Does the vendor have to pay BOTH AEPA and a state/regional cooperative a 2% transaction fee (so 4% total) or is it ONLY 2% to AEPA?

Jane Eastes, Aug 27, 2024 7:24 AM EDT, Public - Answered

No, the vendor does not have to pay Both AEPA and the AEPA State Member. The administrative fee is 2% and is paid to the AEPA participating state member who has signed a contract with the Vendor Partner.

#30 - Entering into an Agreement with AEPA

Clever, Aug 19, 2024 2:32 PM EDT, Not Public - Pending



Does entering into a cooperative agreement with AEPA disallow a vendor from working directly with districts or entities who also partner with AEPA in cases where the partner is willing to sign a contract directly with a vendor w/o an RFP or any contractual negotiating?

Jane Eastes, Aug 29, 2024 4:37 PM EDT, Public - Answered

AEPA participating districts or entities are able to use the contract awarded by the AEPA State Agency without doing their own agency solicitation. Once awarded by a state, the vendor then works directly with the participating district or entity to complete a sale using the contractual pricing in the AEPA contract.

#13 - Voluntary Pre-Solicitation Conference Call Recording

Hamilton Telecommunications, Aug 20, 2024 10:06 AM EDT, Not Public - Pending

Has the recording of the pre-solicitation conference call for all RFP categories been posted on the AEPA website? If not, when will it be made available? If it has, can you please provide the link or location where it can be accessed? Thank you!

Jane Eastes, Aug 27, 2024 6:36 AM EDT, Public - Answered

We have made available the materials from the recent AEPA 025 pre-solicitation calls. You can now access the PowerPoint PDFs used during the calls, as well as the recording of the session. The PowerPoints are hosted on Bonfire and the call recordings are hosted on YouTube

Materials Available:

- PowerPoint PDFs
- Recording of the Call - https://youtu.be/00HGv_2kmT0

#35 - AEPA Bonfire Page/ Section: Informational

Tyler Technologies, Aug 27, 2024 6:23 PM EDT, Not Public - Pending

AEPA Bonfire Page/ Section: Informational asks for verification that we verify we downloaded 1-6 along with our section (Yes/ No). I don't see that we can verify that within Bonfire itself. Is the requirement to upload a separate document stating that question with a Yes/No answer? Or that we include it in the body of our RFP response?



Jane Eastes, Aug 29, 2024 5:38 PM EDT, Public - Answered

For All:

Vendors will be able to select a yes or no button to answer this question directly in Bonfire after you have started your submission process. You do not need to upload a document with the yes/no information, or include it in you RFP response.

#43 - AEPA 025 Part D Questionnaire (Q-78CD), 1.4.1 Products & Services

Hamilton Telecommunications, Aug 29, 2024 10:52 AM EDT, Not Public - Pending

Can you please provide additional details on where the product category set forth in Part B - Specifications can be found for vendors interested in submitting a response for the Security Solutions and Cyber Security & Training categories? Thank you!

Jane Eastes, Sep 04, 2024 4:40 PM EDT, Public - Answered

These can be found when you "View Opportunity" in the AEPA Bonfire portal and then login. The filename F_-_Cyber_Security_&_Training_Part_A_Specifications_-_RFP.pdf is the file that can be downloaded. Specifications will be found in paragraph IV. Category Specifications of this document.

#46 - Solicitation Checklist

CDW Government LLC, Aug 29, 2024 3:45 PM EDT, Not Public - Pending

On page 4 of Document E – Security Solutions Part A Specifications, Document Development states that “Respondents must scan and upload all documents to Bonfire following the Solicitation Checklist, along with any additional documents or fiels other than those listed below that may be requested and/or related to the solicitation.” Is the Solicitation Checklist available as a download?

Jane Eastes, Sep 04, 2024 5:09 PM EDT, Public - Answered

For Cybersecurity Solutions and Training:



The Solicitation Checklist is available at the end of F - Cyber Security & Training Part E Signature Forms which is a required form to download and return with your response.

#42 - Equipment manufacturers

March Networks Inc., Aug 30, 2024 1:31 PM EDT, Not Public - Pending

Would AEPA accept bids from equipment manufacturers who will offer a preferred discount pricing program that would be sold through various resellers/integrators to the member States?

Jane Eastes, Sep 04, 2024 4:34 PM EDT, Public - Answered

For Security Solutions Category:

Please refer to the Scope of Work accepted in this Category which can be found on page 9 of the Part A. Specifications for Security Solutions.

Specifically, both distributors and suppliers may respond according to the Scope of Work as quoted below:

"AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of security solutions, AEPA will consider multiple recommendations for state awards based on categories and on a national or regional basis.

AEPA is seeking qualified, experienced Distributor(s)/Supplier(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required services, supplies, materials, equipment, and labor to participating AEPA Member states (up to 30) in regions declared in their proposal (up to 8 regions) in the category of Security Solutions."

Document Name: E - Security Solutions Part A Specifications - RFP.pdf

Vendor Name	Contact Name	Address	Date Downloaded
22nd Century Technologies, Inc.	Shikha Sharma	8251 Greensboro Drive, Suite 900 McLean Virginia US 22102	2024-08-08 11:03:05
34ED LLC, d/b/a CENTEGIX	Steve Gambill	2120 Powers Ferry Rd. SE Suite 110 ATLANTA Georgia US 30339	2024-08-01 13:36:39
ActZero	Linda Kerr	2 Shaw Alley 5th Floor San Francisco CA US 94105	2024-09-08 15:35:12
Advanced Healthstyles Fitness Equipment, Inc.	Tyler Spieker	861 Southpark Drive, Suite 100 Littleton CO US 80120	2024-08-20 11:49:14
Alpine Frog, LLC	Michael Flood	6325 Falls of Neuse Rd Ste 35-403 Raleigh North Carolina US 27615	2024-08-13 11:14:54
Alscan Inc.	Michael Preston	1213 Dalon Road Atlanta Georgia US 30306	2024-08-05 07:12:47
Ambit Solutions	Keith Price	3520 Lorna Ridge Dr Hoover Alabama US 35216	2024-08-30 12:02:46
APS Contracting, Inc	Svetozar Savreski	155-161 Pennsylvania Avenue Paterson NEW JERSEY US 07503	2024-08-22 14:43:03
Ardent Technologies, Inc.	Vas Appalaneni	6234 FAR HILLS AVENUE DAYTON Ohio US 45459	2024-08-04 12:35:35
BackBone Integrations LLC	Mel Brown	3685 Airport Commerce Dr. #6 Lakeland FL US 33811	2024-08-05 08:58:15
BBR Printers	Bo Pomu	2203 Elston Avenue Chicago Illinois US 60602	2024-08-14 07:58:09
Beta Systems International	Joanne Briones	8070 Georgia Ave SUITE 212 Silver Spring Maryland US 20910	2024-09-11 20:53:13
Bluebird	Shandon Gunter	5815 Windward Pkwy #302 Alpharetta Georgia US 30005	2024-09-14 10:25:42
BuildCentral Inc	Karen Ericksen	320 W Ohio St Suite 300 Chicago ILLINOIS US 60654-6566	2024-08-03 01:43:43
Builders Exchange of Michigan	Val Fischer		2024-08-09 14:11:22
Caetra.io	Michael Compisi	99 Garnsey Rd Pittsford New York US 14534	2024-08-20 10:56:28
calloway & Associates	cassandra johnson	8961 Harvest Oaks Drive Ste 201 Raleigh North Carolina US 27615	2024-08-30 09:30:24
Casino Security Corp dba New York Security Solutions	Earl Gordon	1887 West 10th Street Brooklyn NY US 11223	2024-08-05 23:01:31
CCS Learning Academy	Raminder Singh	13475 Danielson Street, Suite 230 Poway California US 92064	2024-08-13 10:37:49
CDW Government LLC	Justin Schwier	200 N. Milwaukee Ave Vernon Hills Illinois US 60061	2024-08-01 16:07:09
Chesley Brown International	Isabella Mazza	3300 Highlands Pkwy Suite 130 Smyrna GA US 30082	2024-08-14 10:58:33
Cittadella, LLC	Josh Allen	1719B 3RD AVE N Nashville TN US 37208-2209	2024-08-07 14:06:08
Clark Building Technologies	Corie Branch	1500 Caton Center Drive Suite A Baltimore MD US 21227	2024-08-02 05:53:55
Clever	Darcy Grabski	575 Market St Suite 1850 San Francisco CA US 94105	2024-08-07 11:19:37
Constructconnect	Michael Stubbs	3825 Edwards Rd., Suite 800 Cincinnati Ohio US 45209	2024-08-13 08:53:52
ConvergeOne, Inc.	Jay Patrick	10900 Nesbitt Avenue S Bloomington MN US 55437	2024-08-16 12:01:37
Convergint	Joe Brown	9130 Centerlinks Commerce Drive Ft. Myers Florida US 33912	2024-08-08 14:08:28
Cooperative Educational Services	John Tortelli	10601 Research Rd. NE Albuquerque NM US 87123	2024-08-19 03:28:15
CTRLBridge, LLC	Tolu Olubunmi	1445 Woodmont Ln, NW Suite #2005 Atlanta GA US 30318	2024-08-23 14:53:03
D.A.P. Security, LLC	Grace Figueroa	143 East Street New Britain Connecticut US 06051	2024-08-13 09:00:48
Deledao	Kevin Kuckkan	3561 Homestead Road, Suite 424 Santa Clara California US 95051	2024-09-10 16:25:19
DeltCorp Industries, LLC dba DeltCorp Security Group	Terry Conrad	311 N. Spring St. Sparta TN US 38583	2024-08-08 14:39:05

Deltek	Source Management		2024-08-02 15:37:31
Desert Pine Capital	Brian Behunin	6424 E Greenway Pkwy Scottsdale AZ US 85254	2024-09-12 11:36:02
Discount Two-Way Radio Corporation	Michelle Morris	555 W. Victoria Street Compton California US 90220	2024-09-12 14:21:11
Dodge Data and Analytics	April Hamilton	2860 S State Highway 161 Suite 160#501 Grand Prairie texas US 75016	2024-08-09 01:09:48
Duro-Last	Kevin Blasesser	525 E Morley Dr Saginaw MI US 48601	2024-09-06 16:14:45
Dynamic Tactical Defense	Blake Middleton	3100 Ivanrest Ave SW Grandville MI US 49418	2024-08-08 17:00:00
Enterprise Pals, Inc.	Nazim Nashipudi		2024-09-05 07:07:36
eRepublic, Inc.	Mary Lamoreaux	100 Blue Ravine Rd. Folsom California US 95630	2024-08-06 10:05:20
ESU Coordinating Council	Craig Peterson	412 W. 14th Ave PO BOX 858 Holdrege NE US 68949	2024-08-08 16:37:24
Exela Technologies	Swapnil H	2701 E. Grauwlyer Road Irving Texas US 75061	2024-08-12 10:17:21
Federal Government Advisors	Bill Vear	8180 Woodland Center Blvd na na Tampa Florida US 33614	2024-08-21 21:29:25
Filament Information Security	Karen Mullins	1300 O Street Lincoln NE US 68508	2024-08-13 10:41:59
Fortalice Solutions, LLC	Bridget O'Connor	212 North McDowell Street Suite 212 Charlotte NC US 28204	2024-08-28 15:13:51
Generations Services Inc	Paul Litvin	220 West Parkway Unit 8a Pompton Plains NJ US 07444	2024-08-07 10:33:51
Global Roofing Group	Amara Boesch	2401 E Magnolia St Phoenix Arizona US 85034	2024-08-08 13:35:12
Guardian Security Management Inc.	Travis Wade	2835 Church Street Atlanta GA US 30344	2024-08-05 09:12:29
Guidepost Solutions	Leslie Lyons	2121 N. California Blvd Suite 800 Walnut Creek California US 94596	2024-08-21 13:42:16
Hamilton Telecommunications	Jennifer Dennis	1006 12th St. Aurora Nebraska US 68818	2024-08-07 11:55:18
Howard Technology Solutions	Brandey Boyd	PO Box 1590 Laurel Mississippi US 39441	2024-08-02 14:47:45
i-PRO Americas, inc	Ruadhri Kenny	8550 Fallbrook Dr Suite 200 Houston TX US 77064	2024-08-01 15:56:17
Irongrove	Efrain Rocha	220 W 33rd St. Houston Texas US 77018	2024-08-06 13:18:13
IVS, Inc. dba AngelTrax	Brandon Adkinson	119 S. Woodburn Dr. Dothan Alabama US 36305	2024-08-01 16:24:11
JDL Horizons LCC	Thomas Lapping	8200 Kingslee Road Bloomington MN US 55438	2024-09-04 14:08:41
JR&Co., Inc	Tony Medina	1201 W. 31st St Suite 1 Kansas City Missouri US 64108	2024-09-10 13:53:43
Kudelski Security	Erwin Simon		2024-08-01 15:11:24
Kyocera Document Solutions America Inc	Mark Sarrao	225 Sand Road Fairfield New Jersey US 07004	2024-08-01 13:05:54
Lakeshore Learning Materials, LLC	Jennifer Doran	2695 E Dominguez St Carson California US 90895	2024-08-10 17:53:57
LanceSoft,Inc.	Prashant Arni	2121 Cooperative Way, Suite 130 Suite 130, Herndon VA US 20171	2024-08-07 07:28:34
Larsent & Toubro Limited	Mahesh Kaule		2024-08-23 08:07:41
Lattas	Mike Mullarky	111 8TH AVE W HUNTINGTON West Virginia US 25701	2024-08-22 15:13:19
Lexmark International	Angie Edgerton	740 West New Circle Road Lexington KY US 40550	2024-08-21 17:20:32
Lighthouse Electric LLC	Kyle LaPach	5531 N Mingo Rd Tulsa Oklahoma US 74117	2024-08-05 13:19:17
MALKUT LLC	Amr Suliman	802 Vanhouten Avenue Clifton New Jersey US 07013	2024-08-14 09:39:37
March Networks	James Pralle	34613 250th St. Battle Lake MN - Minnesota US 56515	2024-08-21 21:14:48
Mavros LLC	Christopher Brown	10935 Estate Ln Suite 478 Dallas Texas US 75238	2024-09-09 08:17:23
MGT of America, LLC	Malony Allen	4320 West Kennedy Boulevard Suite 200 Tampa Florida US 33609	2024-08-02 12:45:04
Micro Strategies Inc	Debbie Faccenda	1140 Parsippany Blvd. Parsippany NJ US 07054	2024-08-05 08:39:23

MILNER Inc	Bob Tibbs	915 b interstate ridge Gainesville Georgia US 30501	2024-08-07 10:10:44
Mobile Communications America	Troy Berry	501 Duncan Perry Road, Arlington Texas US 76208	2024-08-05 09:37:03
New Vision Security LLC	Kevin Thomas	305 Trillith Pkwy. Ste 300 #1598 Fayetteville Georgia US 30214	2024-09-05 16:58:15
Nextec Inc.	Beth Santana	4135 Pleasant Meadow Ct Suite 140 Herndon VA US 20170	2024-09-11 17:24:58
Orion Energy Systems	Jenifer Parke	2210 Woodland Drive Manitowoc WI US 54220	2024-09-03 10:04:56
Pathway Technologies, Inc.	David Whitsett	817 Park Avenue Orange Park Florida US 32073	2024-08-08 14:26:10
PEPPM	Mark Carollo	90 Lawton Lane Milton PA US 17847	2024-08-02 09:05:43
Polyloom Corporation of America dba TenCate			
Grass N.A.	Ruth Hawley	255 Kraft Drive Dalton GA US 30721	2024-08-01 14:25:36
Premier Sports Lighting, LLC	Andrew Weathers	2100 Chespark Drive Gastonia North Carolina US 28052	2024-08-05 10:14:43
Printer Source Plus	Joe Sharpe	2903 W. Michigan Ave Jackson Michigan US 49202	2024-08-29 17:53:58
Proline Technology	Rick Brunsman	6507 Harrison Ave Suite A Cincinnati Ohio US 45247	2024-08-03 10:41:41
PWXPress	Mary Miller		2024-08-01 13:36:52
R&M Best Deals LLC	Romates Moise	10229 Strawberry Tetra Drive Riverview, FL FL US 33578	2024-08-13 11:48:43
R.A.D. Sports	Amanda Loggia	171 VFW Drive Rockland Massachusetts US 02370	2024-08-13 14:04:15
Repro Products	Justin Katz	4485 Atlanta Rd Smyrna GA US 30080	2024-08-06 13:14:16
ResoluteGuard	Jeffrey Schobel	417 Crescent Pky Sea Girt NJ US 08750	2024-08-19 14:10:02
Robert J Young Company, LLC	Chloe Dixon	730A Freeland Station Road Nashville Tennessee US 37228	2024-08-01 15:40:50
RoofConnect Logistics Inc	Stacey Duwe	44 Grant 65 Sheridan Arkansas US 72150	2024-08-08 10:43:17
School Specialty LLC	Sarah Peterson	W6316 DESIGN DRIVE GREENVILLE Wisconsin US 54942	2024-08-02 10:20:07
SCHOOL WHOLESALE SUPPLIES LLC	JP Das	2120 Donelson Pike Nashville, TN 37210 Nashville TN US 37210	2024-08-13 05:56:55
Secure Event Solutions	Christopher thivierge	3317 sarala ct MCKINNEY TX US 75069	2024-08-06 16:49:13
Security 101	Matthew Cooling	Security 101 3002 Kingston Court Suite B Marietta Georgia US 30067	2024-08-06 14:29:20
Security Effects	Frank Wood	9234 Kingston Pike #400 Knoxville TN US 37922	2024-08-02 08:40:25
Security System Solutions	Cameron Peavy	10603 Grant Rd Suite 102 Houston Texas US 77070	2024-08-20 23:17:00
Sentinel Technologies	Chris Bowen	Pennzoil Place 700 Milam St #1300 Houston Texas US 77002	2024-08-19 15:59:54
Serigor Inc	Jitender Sharma	400 East Pratt Street Suite #800 Baltimore MD US 21202	2024-08-09 14:01:34
SevenOutsource	Steve Walse	113 Barksdale Professional Center, Barksdale Barksdale Professional C	2024-08-03 03:06:24
Shay Enterprise	Tamara Shay	1789 Tavern Ln. Tacoma WA, 984 98402 Tacoma Washington US 984	2024-08-01 13:48:17
SHI	John Wetter	290 Davidson Ave, Somerset NJ US 08873	2024-08-02 16:59:11
SNVA LLC	SNVA LLC	Waldorf Waldorf MD US 20602	2024-08-14 01:53:57
Softchoice Corporation	David Butkiewicz	314 W Superior St Suite 400 Chicago Illinois US 60654	2024-08-06 18:10:32
Sonitrol Security Systems of Central New Jersey	Stephanie Morton	127 Route 206 Suite 23 Hamilton NJ US 08610	2024-08-06 15:10:36
Sophos	Craig Allen	3090 Nowitzki Way Dallas Texas US 75217	2024-08-26 13:14:54
South Western Communications, Inc.	Elaine George	4871 Rosebud Lane Newburgh Indiana US 47630	2024-08-21 11:00:26
TanglewoodATX	Seth Peterson	704 estancia way Leander TX US 78641	2024-08-19 10:49:23

Technology International, Inc.	Shaji Habib	1331South International Parkway, Ste 2251 Lake Mary Florida US 32	2024-08-08 01:16:19
TNT Construction Group LLC	Daniela Tolov	74 Semel Ave Garfield New Jersey US 07026	2024-09-09 13:13:32
Trifecta Consulting Group	Jason McKenzie	7901 4th St N Ste 13824 St Petersburg FL US 33702	2024-08-13 07:50:24
TruPointe Partners	Mason Sellers	6640 Carothers Pkwy Suite 410 Franklin Tennessee US 37067	2024-08-01 15:22:50
Twotrees Technologies	Susie Smith	200 North Emporia Suite 300 Wichita Kansas US 67202	2024-09-05 10:53:25
Tyler Technologies	Courtney Price	5519 53rd Street Tyler Technologies - suite 309 Lubbock Texas US 79	2024-08-03 05:14:28
US	Shane Lanier	221 Cable Industrial Way Carrollton Georgia US 30117	2024-08-01 16:53:07
US Modular Group East	Andy Alcarese	1414 Burke Rd Middle River MD US 21220	2024-08-22 12:02:29
USA General Contractors Corp	Lily Jimenez	167 Route 33 Manalapan NJ US 07726	2024-08-23 10:27:17
Varmoda Tech LLC	Manish Dadhich	44345 PREMIER PLZ, STE 120 ASHBURN, VA 20147 Ashburn Virginia	2024-08-05 08:40:27
VasSecCo	John Vasquez	7755 Center Ave Floor 11 ATTN: Vasquez Security Consulting Hunting	2024-09-11 15:48:15
VISUAL	TECH ZONE	5c1 vcs nagar 1st street gn mills Coimbatore TN US 64102	2024-08-03 01:47:34
Weatherproofing Technologies, Inc.	Laiv Levy	3735 Green Rd. Beachwood Ohio US 44122	2024-08-01 13:05:22
WELDINGMART, LLC	Robert Jones	W5021 Amy Avenue, Suite 7 Kaukauna WI US 54130	2024-08-16 12:55:38
White Rock Corp.	Steve Vanev	17 Gramercy Rd. Old Bridge New Jersey US 08857	2024-09-05 00:36:33
www.forward-edge.net	Denise Caccavari	2724 E Kemper Road Sharonville OH US 45241	2024-08-07 09:42:08



AEPA 025 - Solicitation Category → -E - Security Solutions Opening Record

Active Submissions

	Part D - Questionnaire	Part E - Signature Forms	Part F - Pricing Workbook	Bid Security	Category Specific Requirements	Responsiveness Check - Send to Category Committee for Evaluation
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
34ED LLC, d/b/a CENTEGIX	Pass	Pass	Pass	Pass	Pass	Pass
Bluebird	Pass	Pass	Pass	Pass	Pass	Pass
CDW Government LLC	Pass	Pass	Pass	Pass	Pass	Pass
Deledao	Pass	Pass	Pass	Pass	Pass	Pass
SAS HALO, Inc.	Pass	Pass	Pass	Pass	Pass	Pass
School Specialty LLC	Pass	Pass	Pass	Pass	Pass	Pass

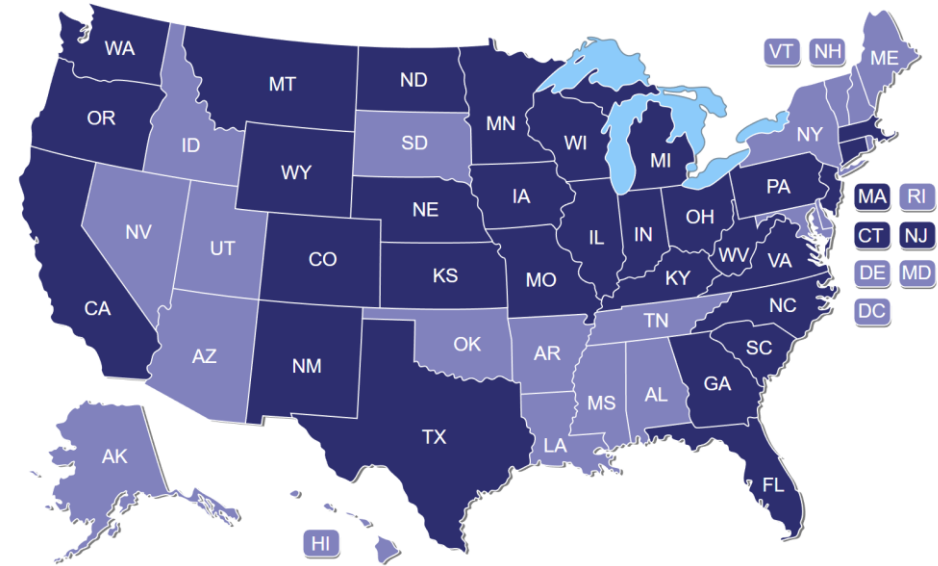


Sonitrol Security Systems of Central New Jersey	Pass	Pass	Pass	Pass	Pass	Pass
South Western Communications, Inc.	Pass	Pass	Pass	Pass	Pass	Pass
www.forward- edge.net	Pass	Pass	Pass	Pass	Pass	Pass

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Slide 9	9
1-Part E - Signature Forms - Bluebird	10

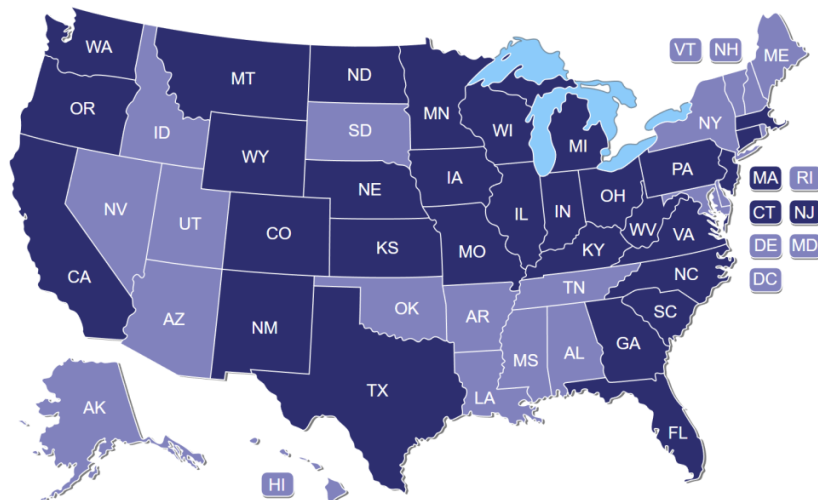
RFP Response – Security Solutions For AEPA COOP



Contents

- **Our Understanding**
- **Why Bluebird + Verkada?**
- **Experience with Schools, Consortia, GPOs, and COOPs**
- **Customer Examples**
- **Technical Requirements**

Our Understanding



- AEPA is a national cooperative of 30 member states that competitively bid contracts uniquely tailored to meet each states legal and regulatory requirements.
- The current bid includes an array of common school-specific spend categories and the Bluebird + Verkada team is aligned as a best in class fit for the security solutions segment.
- Subcategories of interest to the AEPA within this segment include Crisis Alert Management, Access Controls, Surveillance Equipment, Perimeter Security, and other Security-Specific SKUs listed in the shared Schedule.

Why Us?



- Verkada is an industry-leading cloud-based building security manufacturer. Verkada and its solutions have experience supporting over 3,000 schools currently and numerous group consortia, cooperatives, and GPOs where it has established public sector contracts to optimize value to its stakeholders.
- Bluebird is an Alpharetta, GA-based integration partner with an exclusive focus on the Verkada product suite.
- Bluebird's Support provides physical security system administration services for organizations of all sizes. Our vetted in-house agents handle a large variety of inbound and proactive tasks to ensure you are getting the most out of your security investments and that your people and properties remain safe.
- With Bluebird, each member school not only receives top Verkada product solutions at a discounted price that is equal or superior to existing purchasing organizations and educational institutions.
- With Bluebird each institution receives:
 - ✓ A customer Success Manager who understands your operations, facilities, existing systems, future needs, and preferred communication methods.
 - ✓ A personalized support ticketing system powered by Zendesk available for you and your assigned team to use.
 - ✓ An omni-channel communication hub that gives you the flexibility to connect with our team in a variety of methods including Zendesk, SMS/text, Slack, a dedication phone number, and email address.

Value we deliver includes but is not limited to:

OnDemand Support task examples:

- Equipment configuration and virtual adjustments
- New user creation and adjustments
- Coordination of on-site service or installation requests
- Creation and testing of alerts across all device types
- Incident creation and management
- Footage search, tagging, and archiving
- Notification of system or device outages
- Training of administrators and end-users
- Emergency point of contact
- Coordination with third-party vendors including equipment manufacturers and network resources

Scheduled Support task examples:

- Bi-weekly system audits including uptime summary, confirmation of user admin levels, site configurations, access control audit, alarm testing and general configuration reviews
- Scheduled reporting delivery and review sessions
- New systems feature summary and review
- System audits to determine vulnerabilities and opportunities to expand functionality

Support ticket management using Zendesk

- Monthly and OnDemand reporting of support usage and tasks assignment and completion times
- Creation, deployment, and testing of communication channels on an org and user basis

Experience in Education:



Protect your campus perimeter

Address a range of safety needs by having all your physical security devices integrated in a single platform.



Speed up response

Enable more accurate and timely emergency responses with preconfigured actions and real-time alerts.



Improve reliability and minimize costs

Better allocate resources with hybrid cloud devices that are easy to manage at scale.

- Case Study 1: See how one customer protects campuses with our cloud-managed access control solutions: [Click for More](#)
- Case Study 2: School District of Mondovi – Click for More
- Case Study 3: St. Mary's School – Click for More
- Customer Testimonial & Verkada System Highlights for Education: [Click for More](#)

Experience in Education:



Protect your campus perimeter

Address a range of safety needs by having all your physical security devices integrated in a single platform.



Speed up response

Enable more accurate and timely emergency responses with preconfigured actions and real-time alerts.



Improve reliability and minimize costs

Better allocate resources with hybrid cloud devices that are easy to manage at scale.

- Case Study 1: See how one customer protects campuses with our cloud-managed access control solutions: [Click for More](#)
- Case Study 2: Townsend School District: [Click for More](#)
- Case Study 3: St. Mary's School: [Click for More](#)
- Customer Testimonial & Verkada System Highlights for Education (Over 3,000 Schools Served): [Click for More](#)

Keys to Success:



Up to 10-year warranty and
predictable renewal costs



No NVRs or DVRs – up to 365
days of onboard storage



Access from anywhere – no
port-forwarding or VPNs



24/7 technical support via
email, phone or live chat



Bandwidth-friendly at 20-50
kbps in "steady state" mode



Enhanced user security with
2FA/SAML authentication



Unlimited user seats and
cloud archiving



Automatic updates to unlock
features and maintain security

[CLICK HERE TO LEARN MORE ABOUT WHY IT LOVES US](#)

Technical Requirements:

- Education Data Sheet: [Click for More](#)
- About Crises Management & Alarms: [Click for More](#)
- About Access Control: [Click for More](#)
- About Surveillance & Our Cameras: [Click for More](#)
- About Perimeter Security and Gateways: [Click for More](#)

Part E – Signature Forms

AEPA 025-E

Security Solutions

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Responding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Bonfire.

*Note, a solicitation checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Responding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	SBG
2. Termination for Cause of Convenience	Yes, I agree	SBG
3. Equal Employment Opportunity	Yes, I agree	SBG
4. Davis-Bacon Act	Yes, I agree	SBG
5. Contract Work Hours and Safety Standards Act	Yes, I agree	SBG
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	SBG
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	SBG
8. Debarment and Suspension	Yes, I agree	SBG
9. Byrd Anti-Lobbying Amendment	Yes, I agree	SBG
10. Procurement of Recovered Materials	Yes, I agree	SBG
11. Profit as a Separate Element of Price	Yes, I agree	SBG
12. General Compliance with Participating Agencies	Yes, I agree	SBG
13. Governing Law; Forum Selection.	Yes, I agree	SBG

Bluebird Equity, LLC.

Name of Business

Shandon Gunter

Signature of Authorized Representative

Shandon Gunter, Chief Procurement Officer

Printed Name

9-14-2024

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Shandon Gunter

Authorized Representative (Please print or type)

5815 Windward Parkway, Suite 302

Mailing Address

Chief Procurement Officer

Title (Please print or type)

Alpharetta, GA 30005

City, State, Zip

Shandon Gunter

Signature of Authorized Representative

9-14-2004

Date



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Bluebird Equity, LLC.	Date	9-14-2024
Address	5815 Windward Pkwy, #302	City, State Zip	Alpharetta, GA 30005
Contact Person	Shandon Gunter	Title	Chief Procurement Officer
Authorized Signature	<i>Shandon Gunter</i>	Title	Chief Procurement Officer
Email	sgunter@trustbluebird.com	Phone	+1-202-689-4061

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	3/1/2025	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract 	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

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Exhibit B- Marketing Plan

Our marketing team is committed to marketing this contract and providing full support to all member agencies.

Steve Gambill (Sales Operations Manager)—sgambill@centegix.com He will assist the CENTEGIX® team in educating our sales team members, partners, and member agencies on the AEPA-awarded contract and be the main point of contact for AEPA Member Agencies.

Clara Robertson (Marketing Project Manager) –crobertson@centegix.com. She will manage and execute the marketing plan for the AEPA-awarded contract. She will provide collateral and manage CENTEGIX's website to promote the AEPA contract. She has responsibility for creating, maintaining, and delivering – in both print and digital versions – all materials needed to market the AEPA contract and to provide materials to member agencies. Clara will produce and maintain in full-color print advertisements in camera-ready electronic format, including company logos and contact information.

Marketing Plan to promote the contract:

CENTEGIX will announce the awarded contract via a press release distributed to a target media list and on the CENTEGIX website.

- There will be a social media announcement on our social channels (LinkedIn, Twitter, Facebook)
- The website will be updated to reflect the contract award.
- We will provide member agencies with high-resolution, print-ready, and digital collateral files.
- Where possible and appropriate, we will leverage our sponsorships and partnerships with both national and local education organizations to announce the AEPA partnership and provide details on the contract.
- We will provide training and marketing materials to our channel and referral partners to educate them on the contract and equip them to use it.
- We will continue to work with the various state agencies to provide co-branded collateral and other media assets (case studies, safety trends reports, Marketing and Communications Kit, etc) to utilize with the agency and their membership.

CENTEGIX attends, sponsors, and exhibits at over 100 conferences across multiple states, connecting with key decision-makers and districts. Some examples of these are:

- TASA/TASB
- TASA Mid-Winter
- Middle Georgia Regional Educational Service Agency (RESA) Super Summit
- National School Boards Association (NSBA) Spring Conference
- Michigan Association of Superintendents & Administrators (MASA) School Safety Summit
- Ohio School Safety Summit."The CENTEGIX™ marketing plan uses a variety of tactics and channels to promote our solutions and these will be leveraged to market the AEPA partnership.

How the contract award will be displayed/linked on the Bidder's website.

Our website includes a focus on Education and that page will be updated with a section to include the AEPA Partnership. The AEPA logo will be added to this page and will link to AEPA's homepage. Relevant contract details will be included.

Examples of case studies, product collateral, press releases, infographics, and safety reports have been provided on the subsequent pages as the type of information we can share with the various state agencies to co-brand and help promote the contract.

Every. Second. Matters.®

We are dedicated to our mission of innovating safety solutions to empower and protect people (every day).

CENTEGIX® is the industry leader in wearable safety technology for all types of workplaces. The cloud-based CENTEGIX Safety Platform™ initiates the fastest response time for emergencies, from the everyday to the extreme, anywhere on campus. Leaders nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).

The design of the Safety Platform is grounded in CENTEGIX's years of experience supporting staff with incident response. In an emergency, every second matters. Time is the single most critical factor in incident response. The more efficiently you can utilize time, the better the outcome.

The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies.

Our Safety Platform and solutions support your leadership to foster a culture of safety across industries:

- Education
- Healthcare
- Hospitality
- Government
- Retail
- Commercial



In an emergency, time is the most critical factor for a positive outcome.



SAFETY PLATFORM™

The foundation for a layered safety plan that saves critical time in emergencies.



SAFETY BLUEPRINT™

Direct responders to critical incidents with digital mapping for rapid emergency response.



CRISISALERT™

Empower your staff to get help instantly in an emergency with a push of a button.



VISITOR MANAGEMENT

Authenticate, manage, and locate visitors on your campus.



REUNIFICATION

Quickly reunite staff, students, and personnel in an emergency.



600K+
CrisisAlert Badge Users



10M+
People Protected

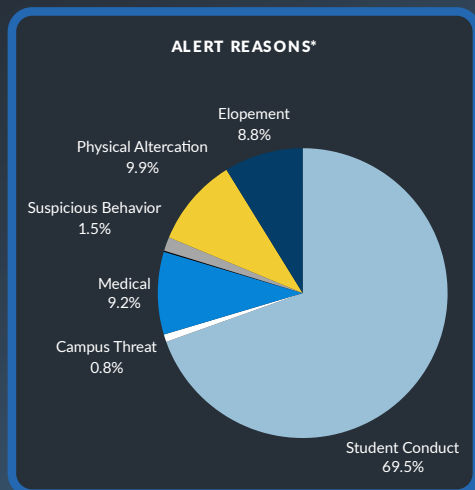


12K+
Locations covered

The Data-Driven Power of CENTEGIX

Lead with confidence every day, using your CENTEGIX dashboard to leverage actionable data that supports your goals and impact.

*Sample CENTEGIX Dashboard



How We Bring Safety To Every Corner of Campus

Our Powerful Platform

In an emergency, time is the most critical factor for a positive outcome. The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies. Our Safety Platform leverages dynamic digital mapping, real-time locating capabilities, an easy-to-use wearable panic button, and visitor management and reunification capabilities to plan for and respond faster to any safety situation.

“We designed a private, managed network in conjunction with software-as-a-service cloud solutions that provide multi-layer safety protection with 100% grounds coverage and room-level location. That is something that can’t be done in the market today.”

Brent Cobb
CEO, CENTEGIX, GA

What Customers Are Saying About CENTEGIX

“CrisisAlert is the solution we’ve been looking for. Knowing that in healthcare, if there’s a problem, you just hit that badge...This is an outstanding solution to a long-standing problem.”

Dr. Kevin Klauer
Chief Executive Officer
American Health Information Management Association

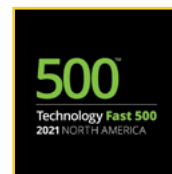
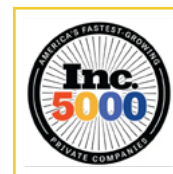
“Safety and security is everyone’s responsibility, so if we’re going to make that everyone’s responsibility, then everyone needs to be empowered to have a voice. These are public schools and parents entrust their children to us every day.”

Michelle Mccord
Superintendent, Frenship Independent School District, TX

“Our previous mobile app didn’t work because there were simply too many places on campus where the service was unavailable. We switched to CENTEGIX because there was nothing else that compared in terms of complete campus coverage and ease of use.”

Frank Frangella
Chief of Safety and Security, Martin County School District, FL

Our Awards



FEDERAL, STATE & PRIVATE FUNDING SOURCES FOR CRISISALERT™



Is your district interested in purchasing CrisisAlert™ but having difficulty fitting it into your budget? Below is a list of federal, state, and private funding sources that can be tapped to help purchase school safety technology.

FEDERAL SOURCES:

ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) FUND

The stimulus bill that passed in late March, known as the Coronavirus Aid, Relief, and Economic Security Act or CARES Act, earmarks \$30.7 billion under an Education Stabilization Fund for states to spend on education. The law lists 12 allowable uses of the \$13.2 billion in the package's K-12 relief fund, and of those, 2 are applicable to CrisisAlert:

- Providing principals and others school leaders with the resources necessary to address the needs of their individual schools.
- Developing and implementing procedures and systems to improve the preparedness and response efforts of local educational agencies.

STUDENT, TEACHERS, AND OFFICERS PREVENTING (STOP) SCHOOL VIOLENCE PROGRAM

- Designed to improve school security by providing students and teachers with the tools they need to recognize, respond quickly to, and help prevent acts of violence
- The Bureau of Justice Assistance and the Office of Community Oriented Policing Services provides grants to states, units of local government, and Indian tribes
- Award recipients must use evidence-based strategies and programs such as those identified by the National Institute of Justice's [Comprehensive School Safety Initiative](#)



For application information, contact David Adams, Senior Policy Advisor, 202-514-5309, David.Adams@ojp.usdoj.gov

U.S. DEPARTMENT OF EDUCATION PROJECT SCHOOL EMERGENCY RESPONSE TO VIOLENCE (SERV)


- Grants to fund short-term and long-term education-related services to help schools recover from violent or traumatic events in which learning environments have been disrupted
- Funding appropriation changes from year to year; consult U.S. DOE SERV link above for specific information regarding future funding availability



For more information, contact Hamed Y. Negron-Perez, Project.Serv@ed.gov, U.S. Department of Education OSHS/OESE, 400 Maryland Avenue, SW, Rm. 3C130, LBJ, Washington, DC 20202, 202-453-6725.

RURAL AND LOW-INCOME SCHOOL PROGRAM (RLIS)

- Provides rural and low-income districts with funding to improve student achievement, including improving school safety
- Annual awards issued to state education agencies, which make sub-grants to districts; Awards are made to **all states that apply** and meet the applicable requirements
- Eligible districts: 20+% of students ages 5 through 17 must be from families below the poverty line; all schools must have designated school locale code of 32, 33, 41, 42, or 43

 For application information, contact David Cantrell, Ph.D., Office of School Support and Rural Programs, U.S. Department of Education Office of Elementary and Secondary Education, 400 Maryland Ave. S.W., Washington, DC 20202-6400, **202-401-0039**, reap@ed.gov, or contact your [REAP Program State Coordinator](#).

DEPARTMENT OF HOMELAND SECURITY STATE HOMELAND SECURITY PROGRAM (SHSP)

- Awards are made to states and territories, from which districts apply for funds
- Grants are awarded per fiscal year; consult DHS SHSP link above and state homeland security offices for future funding availability, eligibility requirements, and details
- SHSP supports state, tribal, territorial, and local preparedness activities that address gaps in terrorism preparedness
- Priority: Risk management for protection programs and activities, particularly in high-risk urban areas

STATE SOURCES:

Most state education departments offer school safety program grants, which often fund school safety technologies.

- 28 states with dedicated school safety funding: **AI, AZ, AK, CO, CT, DE, FL, GA, ID, IL, IN, KS, MD, MA, MI, MN, MS, NV, NH, NJ, NY, NC, ND, OH, PA, TN, TX, VT, WI**

 Contact your individual [state education agency](#) for funding details, eligibility, and deadlines.

PRIVATE AND CORPORATE SOURCES:

Ongoing grant programs with varying eligibility requirements and application windows. Consult the links below for specific details.

- [Walmart Community Grants Program](#): Community initiatives including public school safety and training
- [Target Public Safety Grants](#): Public safety-focused funding to create safe and secure neighborhoods for Target customers and employees

Beyond the Badge

Accelerate your response to emergencies with CrisisAlert and the CENTEGIX Safety Platform



	CrisisAlert	Other Wearables	Why This Matters
Battery Life/ Charging Required	Battery lasts for years and does not require charging	Requires charging	A device that must be recharged—whether daily or monthly— is vulnerable to being powerless or connected to its charging device and not accessible when needed.
Relies on Wi-Fi or Cellular to Initiate an Alert	No	Yes	Wi-Fi limitations and weak cell signals, common due to school building design, can result in messages not being sent or received, contributing to critical communication breakdowns.
Provides Visual and Audible Notifications	Lockdown initiates strobes, intercom, screens takeover	No	Communication is the first action in emergency response. The sooner everyone on campus knows to get to safety, the better the outcome.
100% Campus Coverage	Yes	No	Roughly half of emergency incidents at schools take place outside the classroom. Staff can initiate alerts from the playgrounds, athletic fields, parking lots, and other common sites for emergencies.
Incident Location Accuracy	Real-time floor and room-level alert location accuracy displayed on your digital campus maps	Cannot differentiate between floors in a building or provide room specificity	Where other wearables can bring responders to the building, CrisisAlert shows responders on what floor and in what room, stairwell, or parking garage an alert is located. Additionally, responders see all safety assets near the alert—AEDs, first aid kits, exit doors— to accelerate and apply the appropriate response.
Safety Platform	Badges, critical incident mapping, visitor management, and integrations	Point solution	CENTEGIX Safety Platform is the foundation for your school safety plans, with capabilities central to emergency response and the ability to integrate with your existing safety technology.
Experience	600,000+ people wear the CrisisAlert badge every day	Limited	Years have been spent implementing, onboarding, and training staff and responders to maximize staff adoption. Innovations based on customer feedback have led us to become the leader in wearable panic button technology for K-12.
Usage	183,000+ alerts in 2023/2024 school year	Data not published	When staff are comfortable using the panic button to get help for everyday issues, they're prepared to act immediately in an extreme emergency. When used in common occurrences, staff feel supported by the district and contribute to the safety culture.

Life-Saving Stories

Responding Rapidly to Medical Emergencies with the CENTEGIX Safety Platform™

Medical emergencies almost always rely on the element of time for a good outcome. How quickly the situation can be identified and notification for help sent, paired with the accuracy of the location information, is a life-saving combination that only the CENTEGIX Safety Platform™ can offer.

Despite the preventative measures to protect staff and students, medical emergencies **will** happen. Response time is essential: the sooner you respond, the better the chances for a positive outcome. In fact, data has shown that [medical emergencies account for more than 10% of safety incidents](#) on many school campus. Not only that, medical phenomena such as Sudden Cardiac Arrest—the [number one cause of death](#) on school campuses, as well as the number one killer of student-athletes—further underscore the need for safety solutions that can rapidly and effectively get help to the scene.

The CENTEGIX Safety Platform is a simple yet innovative solution that empowers every employee to participate in your organization's safety. As the foundation of an organization's layered safety plan, the capabilities of the CENTEGIX CrisisAlert™ wearable badge put time on the side of the responders, leading to better outcomes and **life-saving** events.

In the 2022-2023 school year, schools across the U.S. used CrisisAlert [more than 100,000 times](#) to rapidly request help during medical emergencies. Here are some of the life-saving stories.

Giving Educators Power on the Playground

In Spring 2022, a student at Flomaton Elementary School (AL) was playing at recess on the playground when he experienced a medical emergency: a rock kicked by another child on a swing had lodged in the student's throat and [he was choking](#).

A staff member, whose radio was out of reach, immediately activated her CENTEGIX CrisisAlert™ badge and began performing the Heimlich Maneuver on the student. "And when I've gone back and watched the video, in less than 30 seconds...we had three additional adults there. Of course, [the CENTEGIX CrisisAlert™ badge alerted] someone at the Central Office, they immediately within 60 seconds were calling my phone...[The adjoining campus'] Assistant Principal came, his nurse came, our resource officer...We had seven adults around this child in less than 60 seconds...We were able to call his mom, his dad...The rock did come up thankfully, but again...right there, we knew CENTEGIX earned its keep that day," shared Flomaton Principal Courtney McBride.



In April 2021, a Ruskin Elementary School (FL) teacher and paraprofessional used quick thinking to help save the life of one of their kindergarten students. They were out on the playground with their students when suddenly one of them went quiet and had a dazed look on his face. Shortly after, the kindergartener laid down and began to vomit. Then he began to turn blue in the face.

The paraprofessional began chest compressions once he became suddenly unresponsive. The teacher used her CrisisAlert badge to alert responders and administrators of the emergency and relay their exact location on the school campus. Because of their quick-thinking and use of the CrisisAlert badge to get medical help to the scene rapidly, the young student made a full recovery.



How CrisisAlert Made The Difference:

- CrisisAlert enables a **rapid response** in medical emergencies, improving outcomes.
- The CrisisAlert badge can request help **anywhere on campus**, even outdoor locations like the playground.
- CrisisAlert provides the **precise location** of the emergency so responders know exactly where to go.
- The CrisisAlert badge **immediately alerts responders** with the push of a button; no fumbling with a mobile application or walkie-talkie to request help.
- CrisisAlert is worn on your person, making it **accessible and available at all times**.

Sudden Seizures Require Rapid Responses

Dr. David Lewis, superintendent of Muscogee County Public Schools (GA), noted the importance of time and location as a top priority for safety measures. As a result of an experience during his tenure as a high school principal in which a staff member passed away, Dr. Lewis searched for safety measures with the ability to pinpoint exact locations for any kind of crisis or emergency. Dr. Lewis invested in CENTEGIX CrisisAlert™ because it provides exactly that.

In 2021, an [emergency situation unfolded](#). While working in the cafeteria, a culinary technician experienced a grand mal seizure. Fortunately, a colleague was nearby and saw the event unfold and was able to respond by pressing their CrisisAlert™ badge to alert responders of the emergency while attending to their collapsed colleague. The immediate deployment of medical services to the **right** location was key.

CENTEGIX CrisisAlert™ provided support to the scene within minutes.

The culinary technician received the medical assistance they needed and made a full recovery. “I can only imagine [without it] would’ve been a much worse outcome,” Dr. Lewis said. “For me, that one incident saving [that life] and giving them **the support they needed at the time they needed the most** is probably the most gratifying thing I can say about this particular resource.”

In August 2021, Dunbar High School (FL) student, [Mia Santiago suffered a seizure](#). Mia started turning white and gray as she struggled to breathe. Shortly after, she completely coded—no vitals detected. Her teacher pushed the button on her CrisisAlert badge. Within seconds, the response team arrived on scene with an AED, called 911, and completed chest compressions on Mia for 15 minutes until EMS arrived.

When EMS arrived on campus, Mia was transported to the hospital. She was in a coma for a week but recovered. The doctors and teachers say if it weren’t for the badge, she would not have survived.

How CrisisAlert Made The Difference:

- CrisisAlert enables a **rapid response** in medical emergencies, improving outcomes.
- The CrisisAlert badge **immediately alerts responders** with the push of a button; no fumbling with a mobile application or walkie-talkie that not every staff member has.
- CrisisAlert provides the **precise location** of the emergency so responders know exactly where to go, down to the exact floor and room.
- The CrisisAlert badge’s **one-button activation** enables users to easily and rapidly request help.
- Every staff member gets a CrisisAlert badge, every staff member **is protected**.

Cardiac Arrests on Campus

On the morning of May 4, 2023, a sophomore at Avon Park High School of Highlands County Schools (FL), Madisyn Miners, [collapsed during class change](#). Witnesses assumed she had slipped and hit her head. First on the scene was Algebra teacher Melinda Pollitt. “Don’t assume,” she now warns. “We thought it was a head injury until we moved her hair and saw that her face was blue.” Pollitt immediately reached out for additional help.

The assistant principal of APHS, Kimberly Velasquez, had just finished a classroom observation when a student banged on the door, shouting, “Somebody passed out.” “That’s all I knew,” Velasquez said. “I didn’t know anything, but as soon as I heard that, I immediately pressed my CENTEGIX button three times. I had not even assessed the situation. I just coordinated everyone getting there.”

“Her pulse was barely there,” Fuentes said. “We all knew we needed the AED.” An emergency response often relies on critical safety assets. Having a safety solution that can tell you precisely where assets are located, that they’ve been properly maintained, and that they are fully functional is vital to managing through a crisis. When the alert was initiated, a teacher went straight to the gym where the school’s AED (automated external defibrillator) was located and handed it off to a student who raced it up to the second floor and delivered it to the team with Madisyn. Within five minutes of Miner’s collapse, Fuentes applied the AED. Just 13 minutes after Madisyn collapsed, the ambulance left the school and took her to a local hospital where she fully recovered.

A [medical incident occurred](#) on campus in Muscogee County Schools, GA. A custodian was working alone in the afternoon when he suddenly experienced a heart attack. He needed medical assistance as soon as possible.

Because he was wearing his CrisisAlert badge on his person, he could press the button and summon help directly to his **precise location** before becoming unresponsive. Help arrived on the scene within three minutes, where they were able to provide support and resources immediately.

Dr. Lewis believes the custodian’s life was saved due to CrisisAlert. Immediately deploying medical services to the specific location on the digital campus map was key. This further underscores the importance of safety technology that delivers precise location information of emergencies and critical safety asset information. “We had medical personnel on site. They say, time is of the essence in those situations,” Dr. Lewis commented. “The ability for coaches or school staff or administrators who might be on scene to deploy the resources

that quickly to the right location, again, is just really important to me and provides a certain level of comfort, obviously, for our employees and to our parents and students as well, to know that we have that resource available to us, should the need arise.”

On November 30, 2022, Yakima School District (WA) trained staff members at one of the middle schools on how to use CrisisAlert for the very first time. The next day, the [wearable badge saved a staff member’s life](#). A school counselor was suddenly not feeling well while alone in her office. Her vision had become blurry, and she couldn’t see the numbers on the phone to make the call for help.

Thankfully, She was wearing the CrisisAlert badge and was able to use the panic alert button before losing consciousness. By using the badge, staff and security knew precisely where to go and were able to get into the locked office and call 911. The counselor was rushed to the hospital and doctors reported that she had a heart attack.

When the counselor lost consciousness, she slid out of her chair to the floor behind her desk where she was no longer visible to anyone passing by her office door. Since her office was also locked, it is likely that hours would have passed before someone noticed what had happened.

Had she not had the CENTEGIX badge, she wouldn’t be with us today. She could have remained out of sight behind that closed, locked door on the floor behind her desk. She has gone on to make a full recovery.

On February 7, 2023, less than a month after the staff was trained, a Brantley County Schools (GA) teacher was working one-on-one with a student. Hearing what sounded like crying outside her room, [she found a teacher falling to the floor](#). The investigating teacher yelled for help, and another teacher rushed in and pressed her CrisisAlert badge three times, alerting the school’s principal and nurse to an emergency.



The principal and nurse knew right where the emergency was happening and ran to the classroom. In the meantime, the teacher triggered a second three-press alert on her CrisisAlert badge. A second group of school administrators ran to the classroom. Upon arriving, the principal and nurse found the teacher not breathing and without a pulse. They quickly began CPR. Less than one minute later, the second wave of help arrived with the automated external defibrillator (AED) and was able to get a pulse; EMS arrived shortly after and rushed the teacher to the hospital.

When first responders don't have exact location information of an emergency, response times can increase substantially. Adopting technology with mapping features, like CrisisAlert, is critical because every second matters in any type of emergency situation.

For Dr. Morgan, the precious seconds saved with the help of the CrisisAlert badge and notification system are proof-positive that this solution is exactly what her schools need to keep people safe. Because of this technology, help arrived in the right location at the right time. Notes Dr. Morgan, "The doctors told her without a doubt that if the AED had not been used within the first five-to-six minutes, that she wouldn't be here today. So we know without a doubt that badge helped speed up that response."

How CrisisAlert Made The Difference:

- CrisisAlert enables a **rapid response** in medical emergencies, improving outcomes.
- The CrisisAlert badge **immediately alerts responders** with the push of a button; no fumbling with a mobile application or walkie-talkie to request help.
- CrisisAlert is worn on your person, making it **accessible and available at all times**.
- CrisisAlert provides the **precise location** of the emergency so responders know exactly where to go, down to the exact floor and room.
- The CrisisAlert badge can request help **anywhere on campus**, even locations far from IT setups or temporary structures like mobile classrooms.
- The CrisisAlert badge's **one-button activation** enables users to easily and rapidly request help.
- Every staff member gets a CrisisAlert badge, every staff member **is protected**.

During medical emergencies, getting first responders to the correct location rapidly is critical. Often, the speed of response is the difference between life and death. That was the case in these stories, where CENTEGIX's CrisisAlert was used to take action and **save lives**.

CENTEGIX offers the most effective and comprehensive school safety system on the market with the CENTEGIX Safety Platform. Emergencies will happen. When every second matters, CENTEGIX's CrisisAlert is a practical, accessible, and easy-to-use incident response system that is always available.

When asked about advice for other superintendents considering emergency response technology for their communities, Dr. Kim Morgan of Brantley County Schools said, "I don't know of another product out there that can help control the response time to emergencies. Whether it is a whole campus situation—the unthinkable—or these different medical emergencies or classroom events. I cannot think of anything that will speed up a response the way this does or enable as many employees to get help and initiate a response." In times of high stress and panic, every second matters. Empowering people to communicate effectively and take appropriate action in a crisis ensures that no time is wasted. Lives are saved with CrisisAlert.



Learn more today. Because every second matters.



For more information on school safety technology solutions, visit our CENTEGIX Safety Platform page at centegix.com/safety-platform.



Yakima School District's Approach to Safety Was Impressive

Yakima School District serves 16,000 students across 1 preschool, 14 elementary schools, 4 middle schools, and 3 high schools in the state of Washington. It is also the 2nd largest Latino-majority district in the state, 4th largest in Eastern Washington, and overall the 20th largest district in the state.

Safety has always been a top priority for the Yakima School District. The district has established a multi-layered safety approach to protect all students and staff while on school grounds. This includes:

- An anonymous tip app for parents, students, and staff
- Armed School Safety Officers with prior law enforcement experience
- Cameras throughout the campus
- Interior and exterior door locks for access control
- Vestibules at school entrances
- Safety Lighting
- Fencing
- Panic buttons on walls and teacher's desks
- A parent app with real-time updates
- Immediate media releases

The Yakima School District's leadership believed they had planned for every scenario in which student or staff safety could be jeopardized as well as how they'd resolve the issues. But, when a serious incident occurred, the Yakima School District quickly uncovered major gaps in their safety approach.

The Most Serious Situation Revealed Cracks in the Safety Approach

On March 15, 2022, Yakima School District faced the unthinkable—a school shooting. Two students got into an altercation in one of the high school parking lots that led to shots being fired.

Trying to evacuate the campus to avoid this incident from escalating, the school's security monitor sent staff and students in the wrong direction—closer to the incident itself. On that day,



"We learned that those slight delays can make all the difference."

Stacey Locke,
Deputy Superintendent at
Yakima School District

Customer Highlight

On March 15, 2022, Yakima School District faced the unthinkable—a school shooting. Two students got into an altercation in one of the high school parking lots that led to shots being fired.

While working to identify what went wrong on March 15th, Locke and her team found gaps in their original safety plan. They needed a solution that would indicate where an incident was taking place and provide seamless communication to alert all staff members. After some searching, Locke came across CrisisAlert™, the fastest, easiest, and most discreet way to get help in any crisis.

Yakima School District chose the CENTEGIX Safety Platform for its CrisisAlert badge solution out of five other incident response solutions/systems, largely due to CrisisAlert being wearable and not being app-based—both of which enable 100% adoption rate among staff as personal devices are not needed—and room-level accuracy of where an incident is taking place. Within six months, the system was fully implemented.

01

02

03



the district experienced firsthand how every second matters in emergency situations. And how faulty their multi-layered safety plan was. Leading people in the wrong direction can make a situation go from bad to worse. Thankfully, staff members realized this mistake and no one was injured.

After the situation had deescalated, school leaders looked back on what went wrong and how they could make improvements to prevent another similar situation. In this moment, they realized how vital it is to have real-time location information to indicate where an incident is taking place.

Stacey Locke, Deputy Superintendent at Yakima School District, knew that something needed to change. Stacey joined the Yakima School District in 2000 and has held various leadership roles including Executive Director of Safety and Security for the district's central office where she was deeply involved in the development of school safety protocols.

While working to identify what went wrong on March 15, 2018, Locke and her team found gaps in their original safety plan. They needed a solution that would indicate where an incident was taking place and provide seamless communication to alert all staff members. After some searching, Locke came across CrisisAlert, the fastest, easiest, and most discreet way to get help in any crisis. Part of the CENTEGIX Safety Platform, the wearable badge allows any staff member to send an alert that instantly reaches administrators and responders. Three pushes of the panic button on the badge sends an alert to designated on-campus responders—usually an SRO, nurse, or assistant principal—to get a rapid response to a physical altercation, health crisis, or any situation in which additional staff support is needed.

CENTEGIX was founded in response to concerns that traditional school safety technology didn't reflect the realities of the classroom or capture the best technologies for moments in crisis. Conversations with school leaders indicated that school staff needed an effective solution for incident response, which led to the development of an effective solution built on innovative technology.

Now reflecting back, Stacey shared that if the staff in the Yakima School District had the CrisisAlert badge, they could have pressed the button 8 times to initiate a campus-wide lockdown and notify security, staff, and first responders where on campus the incident was taking place—reducing response time and overall duress.

Yakima School District chose the CENTEGIX CrisisAlert badge solution out of five other incident response solutions/systems, largely due to CrisisAlert being wearable and not being app-based—both of which enable 100% adoption rate among staff as personal devices are not needed—and room-level accuracy of where an incident is taking place. Within six months, the system was fully implemented.

After 24 Hours of Implementation, CrisisAlert Saved a Life

On November 30, 2022, Yakima School District trained staff members at one of the middle schools on how to use CrisisAlert for the very first time. The very next day, the wearable badge saved a staff member's life.

A school counselor was suddenly not feeling well in her office. Her vision had become blurry and she couldn't see the numbers on the phone to dial for help, but thankfully, was wearing the CrisisAlert badge and was able to use the panic alert button before losing consciousness.

By using the badge, staff and security knew precisely where the incident was taking place, which saved time and ultimately, her life.

When the counselor lost consciousness, she slid out of her chair to the floor behind her desk where she was no longer visible to anyone passing by her office door. Since her office was also locked, it is likely that hours would have passed before someone would have noticed what was going on. But, with the help of CrisisAlert, staff and security knew immediately where to go and were able to get into the locked office and call 911. The counselor was rushed to the hospital and doctors reported that she had a heart attack.



After one day of implementation, the Yakima School District saw the ROI in having CrisisAlert.

"You can't put a price tag on safety," said Locke

Questions Districts Should Ask When Creating a Multi-Layered Safety Approach

When asked what Locke would recommend to other districts looking to increase their safety and security, she shared that districts should review all of their current safety tools and practices and ask themselves the following:

- Do we have a layered approach to safety?
 - If so, are there gaps in the layered approach?
 - If not, how can we begin to build a layered safety approach?
- Are the layers organized to build upon each other?
- Can our tools and practices handle all types of incidents from the every day to the most extreme?
- Do our staff members feel protected by our current procedures? If not, what changes can we make to reassure them?

Today, more states are introducing and passing legislation, such as Alyssa's Law, which requires public and charter schools to have silent panic buttons. In some states, additional legislation has passed recently requiring schools to have digital maps of school campuses for law enforcement to access in case of emergencies. As more districts look at different solutions to adhere to these new laws and investments, leaders should keep in mind these critical components of K12 incident response solutions:

- Easy to use, especially under duress
- Does not rely on Wi-Fi or cellular connectivity
- Immediate notification to administrators and direct notification to 911 dispatch
- Mapping that provides room- and floor-level location accuracy
- Total campus coverage, including outdoors
- Simple to use, simple to train on, and simple to maintain

When safety is a priority for school districts, students and staff members feel safe coming to school and work, freeing them to focus more on instruction and less on what-ifs.



For more information on school safety technology solutions, visit our CENTEGIX Safety Platform page at centegix.com/safety-platform.

Learn more today. Because every second matters.

800-950-9202 • info@centegix.com



"For our staff, it has been mindblowing [with the badge and the safety network having access to CENTEGIX technology], they now feel valued. We now have 2,000 additional eyes and ears on the safety of not only Yakima School District, but also the community as a whole and I can tell you what a difference that has made when we talk about a comprehensive culture of safety," said Locke



SEE WHAT TEACHERS IN YAKIMA ARE SAYING

A student in another classroom with behavior issues grabbed his backpack and left class. There was a substitute in the class. I happened to be in the hallway and saw the student headed for the door. I followed him hoping he would head for the office but he proceeded into the parking lot and towards the street. I did not have my cellphone with me it was great to be able to push the button 3 times for admin support which came right away.

– Kimberly

I had a student that was being explosive and I needed help without leaving the area the student was in. CrisisAlert Badge was like having someone there immediately. I have never received help with a student so quickly!

– Darlene

The class was transitioning to lunch. One student was struggling to transition. He was escalated and getting upset.

I pushed the button 3 times to alert the office I needed support. The assistant principal was to the situation within a minute.

– Kendall

A student was leaving the classroom and running towards the road. I was able to push my button and receive assistance within moments. I'm grateful because I didn't have a walkie accessible at the moment.

– Joe



Alyssa's Law Texas Deployment

Wearable panic buttons are making Texas Schools Safer



JANUARY 2024



January 2024

Esteemed Leaders of Texas,

In the wake of the tragedy in Uvalde, school safety was a priority for Texas lawmakers and parents alike. Driven by its commitment to securing students across the Lone Star State, the Texas Legislature considered multiple school safety bills during the course of the 88th legislative session. By session's end, the Legislature passed two bills providing funding for school facilities and security: HB 1, the general appropriations bill, and HB 3, which specifically focuses on school safety & security.

While the Legislature provided \$1.4 billion towards school safety, it also adopted provisions on how districts may spend their funding allotments. One such provision was Alyssa's Law.

Named for Alyssa Alhadeff, one of seventeen students killed on February 14, 2018, at Marjory Stoneman Douglas High School in Parkland, Florida, Alyssa's Law requires Texas public schools and academies to provide a silent panic alarm technology (SPAT) emergency alert system that allows for immediately transmitting a signal or message to first responders.

As the nationwide leader in school safety, CENTEGIX has been a critical partner for Texas schools in the work to increase safety; as part of our efforts, we have composed the following to provide Texas lawmakers, school officials, teachers and parents an update on Alyssa's Law and showcase how panic button technology is making schools safer and contributing to the learning environment. We are honored to provide you with the enclosed report outlining how school districts are better serving their staff and students with the use of silent panic button technology across the Lone Star State.

Within this report, we outline the positive impact Texas schools have witnessed. It is a testament to CENTEGIX's commitment to creating the safest learning environments possible. The recent passage of Alyssa's Law in the state will allow even more districts to utilize market-defining technology for school safety. This legislation acknowledges the critical role technology can play in emergency response times and allocates additional funding to support its implementation. As we partner with more Texas schools to embrace CENTEGIX's safety solutions, we look forward to a future where our innovative solutions continue to play a pivotal role in safeguarding students, educators and staff across the state.

Sincerely,

A handwritten signature in black ink that reads "Brent Cobb".

Brent Cobb
Chief Executive Officer
CENTEGIX





Why Texas School Districts Choose CENTEGIX

Our CrisisAlert solution is the leader and most used panic alert platform where funded mandates support Alyssa’s Law, as is the case in Texas. In Florida, where Alyssa’s Law originated, **we serve 35% of the public schools and continue to grow.**

In 2023, The Texas House Investigative Committee on the Robb Elementary Shooting released a report detailing key findings on communications and alerts. **These findings were critical in the passage of Alyssa’s Law in Texas.** Unlike CrisisAlert, other incident response solutions lack the critical functionality required for real-world emergencies. CrisisAlert eliminates communication vulnerabilities and enables the fastest incident response, improving outcomes and saving lives.

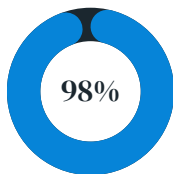
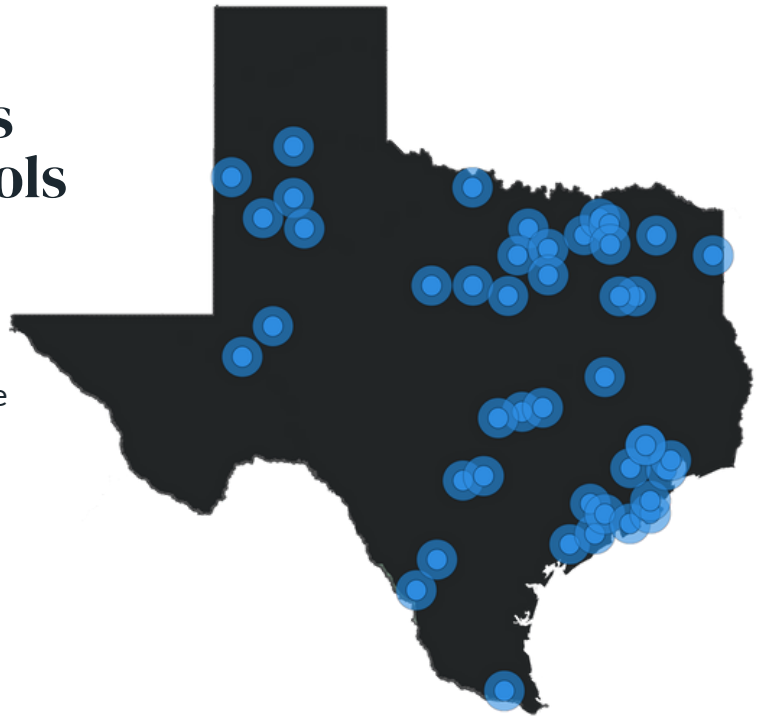
Uvalde Report Factual Conclusions on Communication & Lockdown Alerts	CrisisAlert is Architected to Save Time and Save Lives
Difficulty accessing an app-based alert system	Always on, every employee can quickly and discreetly request help or initiate a lockdown directly with their wearable badge.
Delayed activation time of alert system	A dedicated network of badges, strobes, hubs, and gateways is installed and monitored to ensure 100% coverage everywhere on campus. No Wi-Fi or cellular signal is needed to send an alert.
Delayed campus-wide notifications of threat	When a lockdown has been activated, CrisisAlert automatically initiates strobe lights throughout the school. At the same time, a pre-recorded announcement is activated through the school intercom system. All displays connected to the school network will show a lockdown message that includes district protocols. CrisisAlert provides audio and visual notifications of a lockdown situation to inform everyone on-premises.
Failed use of school-wide intercom	Digital messages and automated intercom announcements inform everyone of a campus-wide incident and the actions to take. CENTEGIX provides and tests the integration of intercom systems and computer displays.
Lack of differentiation between less urgent and crisis alerts	CrisisAlert operates on a private network independent of Wi-Fi or cellular to send alerts. In the event of a power outage, alerts can still be sent as the network has fail-safe measures and provides 8 hours of battery backup.
Unreliable Wi-Fi and cellular connectivity throughout the school	CrisisAlert works independently of Wi-Fi or cellular to send alerts. Automates a phone call and digital message to 911 first responders within seconds of pushing the button. Redundancies and fail-safes on every system level: every staff member has a badge, private network, backup batteries that provide 8 hours of backup and have a lifespan of 5+ years, and multiple campus-wide notifications to ensure everyone receives the alert.

CENTEGIX CrisisAlert

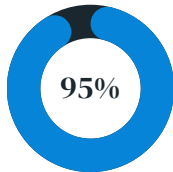
Fifteen Thousand Alerts Sent within Texas Schools

Schools across Texas rely on CrisisAlert to protect those in their care. The CENTEGIX Safety Platform™ is the foundation for your district's layered safety plan, empowering the fastest response to emergencies.

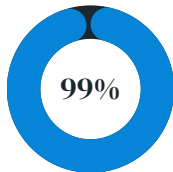
Because every second matters.



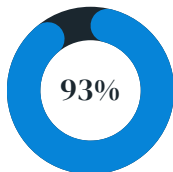
- **Over 98%** of all alerts are for everyday incidents related to health and behavioral emergencies.



- **Over 95%** of Texas staff feel empowered to resolve an emergency situation rapidly with CrisisAlert.



- **99%** indicated it was easy to use the badge to get help. Teachers prefer the badge over wall-mounted panic buttons and personal mobile phones.



- **Over 93%** of Texas school personnel feel safer at work.

9 million people are protected by CrisisAlert nationwide.

We protect more than 11,500 schools in almost 50 states.

"CENTEGIX meets the rapid communication needs of school leaders that include responding to crisis events and the emergencies that happen in schools. Our highest priority is keeping our Eagle students and staff safe, and this is another step in protecting and fortifying our schools."

Dr. Telena Wright, Superintendent Argyle ISD

CrisisAlert Saves Lives

Getting help quickly and to the right location is critical in medical incidents. Often, the speed of response is the difference between life and death. The CrisisAlert solution speeds help to those in need by simplifying the process to identify when and where help is needed, notifying responders immediately with precise location information of the incident and the location of safety assets to assist with the response.

Sudden Cardiac Arrest on Campus

A case underscoring the need for a rapid response occurred at Avon Park High School. In May 2023, during the hectic time when students changed classes, a sophomore collapsed from sudden cardiac arrest. Quick thinking and the CENTEGIX CrisisAlert badge were used to get a team and an AED to the scene within two minutes, an effort that saved the young woman's life.

[Learn more about this powerful story and other life-saving uses of CrisisAlert.](#)

In September 2021, seventeen-year-old Mia Santiago collapsed at the beginning of class and coded—she had no vital signs at all. Her teacher immediately pushed the CrisisAlert button on her badge and, within seconds, had the on-site response team in her classroom to help. Another teacher retrieved a nearby AED and performed compressions on Mia for sixteen minutes until the emergency medical service team arrived. Mia was in a coma for a week but made a full recovery. Her doctors and teachers say if it weren't for the quick actions of her teacher using her badge, she would not have survived. *"The team here saved her life. The badge saved her life."* - Jill Klausing, Teacher

[Watch the news video on this lifesaving event.](#)

Emergency Event on the Playground

Ruskin Elementary School witnessed the power of rapid emergency response during an incident on its playground in April 2021. A teacher and paraprofessional helped save the life of one of their kindergarten students when he suddenly began to vomit and turn blue in the face. The teacher used her CrisisAlert badge to alert responders and administrators of the emergency and relay their exact location on the school campus, immediately getting medical help to the scene.



The CENTEGIX badges have been a game changer for us. There have been multiple situations, including seizures, a dislocated knee, an allergic reaction, a couple of classroom altercations, and a threatening individual, that have prompted staff to use the three-button press. Our staff response time is significantly shorter with this tool. Responders reach the incident location in 30 seconds or less, regardless of the location on campus. Thankfully we haven't had a need to use the tool for a full school lockdown as of yet, but I'm sure it will happen, and when it does, we will be ready. The decision to move to CENTEGIX was, in my opinion, a great one.

-Sara Bravo, Principal, Mandarin High School

CrisisAlert Easy to Use in Extreme Situations

In Hillsborough County School District, deputies responded to Schmidt Elementary School after the principal reported two males on campus, one armed with a rifle. Students and teachers were on campus for summer classes. The principal used her CrisisAlert badge to put the school in lockdown.

Without hesitation, and from where she was walking on campus, she quickly:

- **identified** suspicious activity;
- **notified** everyone on campus that a lockdown had been initiated through the use of strobe lights, a pre-recorded intercom announcement, and desktop display take-over;
- sent a direct communication to bring about a law enforcement **response**.

All with eight clicks of a single button worn on her person. The immediacy of CrisisAlert compresses time that is wasted in a similar situation where a witness to threatening activity has to search for their phone, unlock it, locate the applicable app, log in, and then report an incident.

Upon arrival, deputies found the two suspects. Both were compliant and taken into custody without incident. "Their quick and calculated response ensured the safety of the students and teachers on campus, as well as their own," said Sheriff Chad Chronister.

In October 2022, a man attempted to breach Shaw Elementary School in FL. A staff member quickly reacted by using her CrisisAlert badge to lockdown the school, protecting the entire school while law enforcement officials investigated and resolved the situation.

Safety & Security Is Everyone's Responsibility

"Safety and Security is everyone's responsibility, so if we're going to make that everyone's responsibility, then everyone needs to be empowered to have a voice. These are public schools and parents entrust their children to us every day."

Michelle McCord,
Superintendent,
Frenship ISD

"The system has a very sophisticated mapping feature that allows responders to see exactly which room or hallway the emergency is coming from and from whom. In the event of a real active shooter, we could share this information with outside police agencies who may be coming to aid us."

Paul Cordova, Police Chief Aldine ISD

CENTEGIX Safety
Blueprint™
Industry-First,
Dynamic Digital
Mapping Solution
to Optimize
Incident Response



Helps Teachers Manage Disruptive Behavior

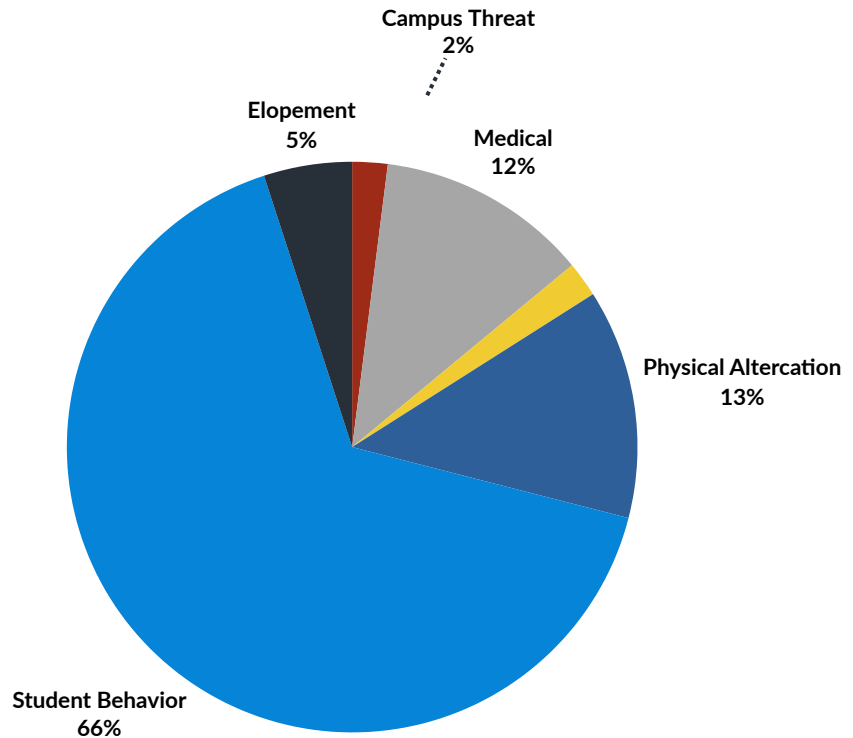
While the number of medical alerts reported in the last year was substantial, the number of alerts and incidents that were driven by adverse student behaviors were the predominant use.

84%

of alerts sent through the CrisisAlert system in Texas were for helping manage student conduct situations.

CENTEGIX categorizations of student behaviors call out specific categories such as “Elopement” (often referred to as a “runner”) and “Physical Altercation” to help administrators track which serious problems they are facing and enable them to plan to better react to these situations in the future.

Reason Alert Was Initiated



”

Workplace safety [is the] number one issue not only for the schools but also throughout the nation, so this gives an extra level of security for our staff members.”

Frank Stanage
Human Resources Director,
Alamo Heights ISD

CrisisAlert is Used Every Day

CrisisAlert badges are deployed district-wide. Every employee, from counselors to food service, teachers to front office staff, is assigned a wearable safety badge. Multiple communication failures in emergency response are due to school safety plans that rely on personal mobile phones for workplace safety.

Because each district can add temporary staff, substitute teachers, or other auxiliary team members to each school, the coverage rate for CrisisAlert exceeds 100% of staff in the Texas school districts where CENTEGIX CrisisAlert has been implemented.

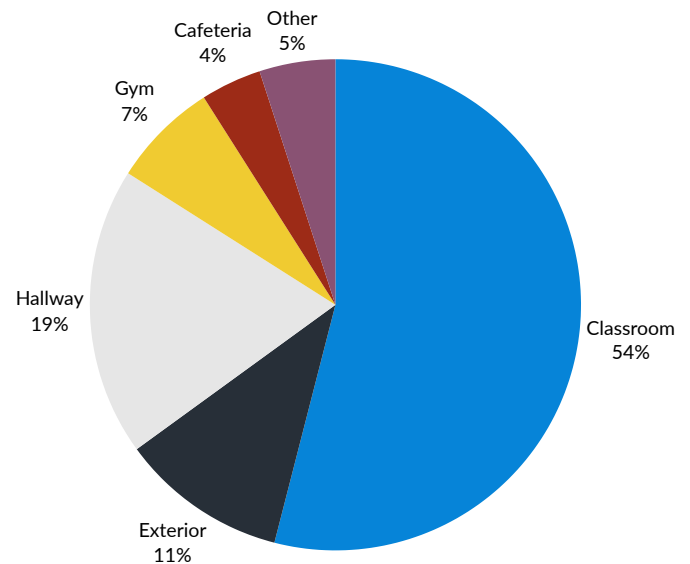
School-Wide Alerts from Anywhere on Campus

46%

of alerts came from outside the classroom.

Emergencies happen outside of classrooms and outside of school buildings. With CrisisAlert, the speed of response isn't affected by limited Wi-Fi coverage, access to wall-mounted devices, or carrying a personal phone.

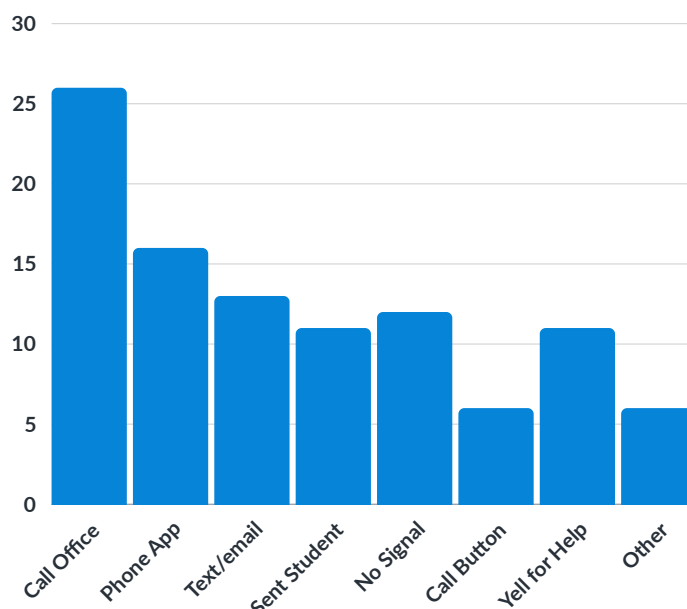
Alerts by Location



Before CrisisAlert

What would you have done in this situation?

CENTEGIX surveyed users about what they would have done in a similar emergency before they had CrisisAlert. The most common response was to call the office for help, whether by cell phone or the classroom phone, both of which rely on other factors like Wi-Fi availability and classroom location.



”

“CrisisAlert is an additional measure that Brazosport ISD is taking to fortify safety measures for all our students and staff.

The system's effectiveness and ease of use provide our staff with the confidence and peace of mind necessary to maintain a secure learning environment.”

Ty Morrow, Safety Director
Brazosport ISD

Wearable, Single Button vs Phone Apps



As the Robb Elementry report highlighted, phone-based apps rely on Wi-Fi and cellular which can have limited availability and reliability. CrisisAlert was purpose-built to address the communication breakdowns identified in the Marjory Stoneman Douglas Commission Report.

Operating on a private network, independent of cellular and Wi-fi (eliminating any additional burden to the district's existing network) with CrisisAlert, the speed of response is not affected by Wi-Fi coverage or whether someone in need of help has their phone on their person.

"If you needed to send an alert through your cellphone, you would have to actually get your cellphone, unlock it, find the app, find the alert, and then press the alert," explains Frank Frangella, director of safety and security at Martin County School District.



- Surveyed School Leadership

**DO NOT PUT AN APP ON OUR PHONES.
WE WILL NOT DOWNLOAD IT.**



When Frangella proposed CrisisAlert to his School Board, he advocated for the wearable badge solution largely because "most of the staff has declined to install" the application they'd selected to report school emergencies. Districts that opted for one of the nine app-based solution providers have failed to persuade educators and staff to download the app to their personal mobile phones.

In a crisis, every second matters. Mobile phone safety applications cost precious time by adding unnecessary steps:

- Staff must download the app on their personal device
- Staff must have phones easily accessible
- Phones must have a Wi-Fi connection
- Staff must navigate through the phone to initiate an alert

In an emergency, "fight or flight reactions" make it difficult to remember all these steps and have the fine motor skills needed to operate a mobile device.

We didn't want to go with a system that would ask our teachers to download an app or have to fumble through a phone or have to run to a panic alert button. The CrisisAlert system is a really small device; it's wearable... and it's inconspicuous.

**Lisa Cantu, Federal Programs Director
Mercedes Independent School District**

Summary & Conclusions

Alyssa's Law & CrisisAlert Make Schools Safer

The adoption of the CENTEGIX CrisisAlert solution in districts across the state of Texas and the daily badge usage for common crisis situations is evidence that Alyssa's Law is making Texas schools safer for staff and students.

- With some 15,000 alerts sent by Texas school personnel, teachers and staff overwhelmingly utilize the CrisisAlert badge to instantly get help in an emergency, as outlined in Alyssa's Law.
- With CrisisAlert installed as the Alyssa's Law-compliant silent panic button, **lives have been saved.**
- Where adoption and usage of personal mobile phone apps have remained low, staff adoption of CrisisAlert is district-wide.
- CrisisAlert is being used in Texas districts across the state. From Crane in the West to McLeod in the East, Mercedes in the South to Tulia in the North, districts of all sizes benefit when every school and district staff member is empowered to get help in a crisis.
- CrisisAlert does not depend on a Wi-Fi connection or cellular signal to initiate alerts or notify emergency personnel.
- The CrisisAlert platform provides immediate, multi-sensory notifications for campus-wide alerts, including intercom announcements, colored strobe lights and desktop screen takeovers to help every person on campus know a lockdown has been initiated and the protocols to follow.
- CrisisAlert directly addresses the alert-related communication issues outlined in the investigative report on the tragedy in Uvalde.

Our Contact Information

- ✉ info@centegix.com
- 🌐 centegix.com/texas
- 📱 [@centegix](https://www.instagram.com/centegix)





Supporting Information - CENTEGIX

The following pages contain supporting information about CENTEGIX and the various solutions proposed as part of our response to the Security Solutions portion of the RFP. We have provided an Executive Summary and Company Description, followed by essential collateral which provides key information about our company and the solutions referred to within our response.

Executive Summary

RFP Title: AEPA - Security Solutions

Due Date: September 17, 2024

Letter of Introduction/Executive Summary

"It's like anything else in life: you get what you pay for. There are less costly options, but if they don't work, then you've not made this campus safe. It may make you feel better, but it's not effectively addressing the problem."

- Supt. Jeremy Gulley, Jay Schools

CENTEGIX® is pleased to submit this response to AEPA. CENTEGIX and AEPA have enjoyed a fruitful partnership over the last four years, which has produced millions of dollars in sales and led to enhanced protection for thousands of students and staff across the country.

CENTEGIX is proud to be the leading provider of rapid response technologies and safety preparedness. Our Safety Platform™ offers a holistic approach, a multi-layered safety solution connecting staff badges, facility maps, strobes, intercoms, and screens to campus first responders and 911 dispatch. Our network empowers users to prevent, prepare for, and instantly respond to any safety incident campus-wide. We are dedicated to our mission of innovating safety solutions to empower and protect people (every day). Our values of empowerment, innovation, and advocacy keep us committed to creating workplaces where all staff feels supported to get help in an emergency, from the everyday to the extreme.

CENTEGIX is the industry leader and largest wearable safety technology provider for K-12 education with over 600,000 badges in use. The cloud-based CENTEGIX Safety Platform™ initiates the fastest response time for emergencies campus-wide. Leaders in over 12,000 locations nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).

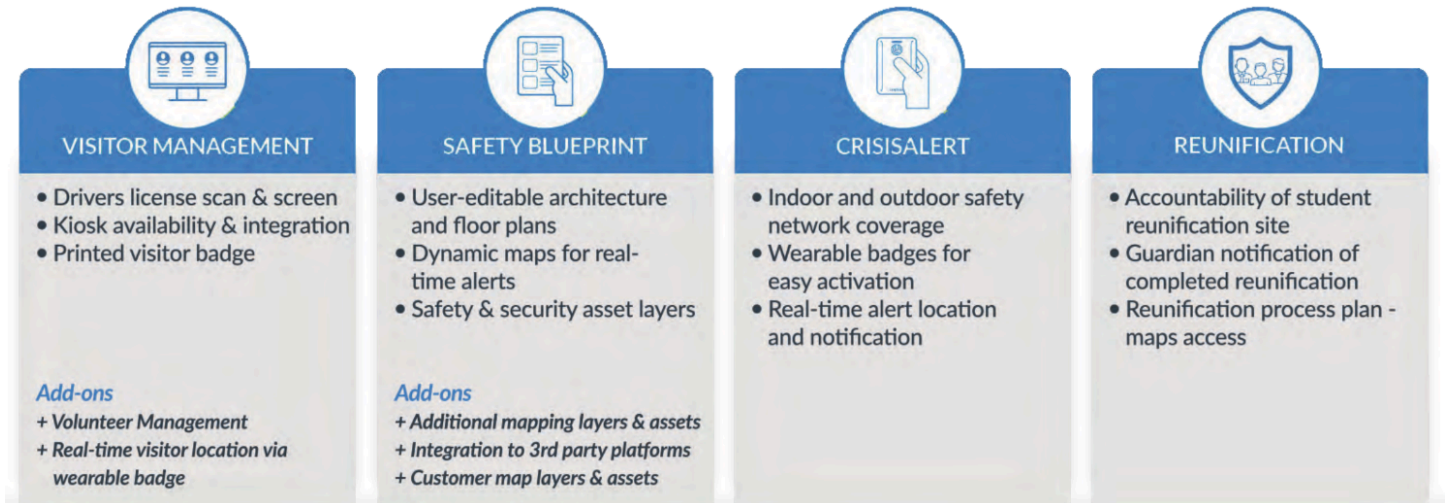
The CENTEGIX Safety Platform empowers personnel to manage critical situations every day, from prevention to response, via a multi-layered approach to safety. As a school district leader, your top priority is ensuring the safety of your students, teachers, and staff. The CENTEGIX Safety Platform is a critical component of a multi-layered school safety plan. By incorporating the capabilities of this innovative technology with current security measures, your district will be positioned to rapidly address incidents and potential threats.

- **CRISISALERT™** is an incident response solution that empowers all personnel to get help anywhere on campus with the push of a button. The wearable badge and single-button activation enables a rapid response to emergencies, from the everyday to the extreme. For campus-wide alerts, CrisisAlert instantly notifies 911 dispatch with precise location details. Visual and audio notifications are initiated schoolwide.
- **SAFETY BLUEPRINT™** provides a comprehensive map of campus that serves as the foundation for the Safety Platform. The maps are fully customizable and can be "layered" to serve the unique needs and assets of different departments, including facilities, security, and IT. Editing and updating of building features or grounds are managed within the application and are reflected throughout the platform.
- **VISITOR MANAGEMENT** makes monitoring who's coming in and out of your schools easy, ensuring that only authorized visitors are allowed on campus. Enhanced Visitor Management utilizes the CENTEGIX network and Safety Blueprint to provide a real-time location of visitors while on school grounds.
- **REUNIFICATION** follows the standard response and reunification protocol of the I Love U Guys Foundation. Utilizing Visitor Management capabilities, the solution works to quickly reunite students with their parents or guardians after an emergency.

Our innovative platform enables services that utilize the capabilities of a wearable badge, mapping technology, real-time locating services, and multi-modal notifications.

"...the level of service and the level of customer service is incredible, but it continues during the entire life of you as a CENTEGIX member of the family. And that's how I see it. I see it as a member of the family."

- Chief Whaley, Douglas County



Successful implementation is vital to any project. Each customer is guided through all phases of implementation by an assigned Onboarding Specialist, who is the primary point of contact for the project. The implementation process has five phases: planning, equipment installation, software configuration, site testing, and user training. The platform installation is coordinated with district staff and performed outside of school instructional hours. Our team provides training and communications tools to support the training of staff and communication to your community.

Once fully implemented, ongoing support is provided via Customer Support and our Command Center. The Command Center oversees proactive network monitoring and communicates with the district in the event of any service disruption.

CENTEGIX continues to expand its capabilities and offerings. We have recently announced strategic partnership with a variety of technology and safety providers, such as CatapultK12, GeoComm, Fusus by Axon, and SaferWatch, to provide even more value and integration options to our customers.

In closing, CENTEGIX is pleased to present our innovative, comprehensive safety platform solution. We are confident that we meet and exceed the requirements outlined in your RFP and look forward to a sustained partnership with AEPA

Brent Cobb
CEO
CENTEGIX®

Company Description and Experience

CENTEGIX is the leader in incident response and safety solutions. We are dedicated to our mission of innovating safety solutions to empower and protect people (every day). Our values of empowerment, innovation, and advocacy keep us committed to creating workplaces where all staff feel supported to get help in an emergency, from the everyday to the extreme.

CENTEGIX was founded over five years ago in response to concerns that traditional school safety technology didn't reflect the realities of the classroom or draw on the best technologies for moments of crisis. Our conversations with school leaders indicated that school staff needed a way to get help quickly in an incident, and an effective solution for incident response was lacking. Incidents—both the everyday and extreme—will happen, and the faster everyone involved can respond appropriately, the better the opportunity to manage the outcome. In a crisis, every second matters. Those conversations inspired our team to develop an effective solution built on innovative technology.

Our flagship CrisisAlert solution is the fastest and easiest way for staff to get help in an emergency. With the simple push of a button on our wearable CrisisAlert badge, an alert instantly reaches administrators and responders. CrisisAlert is unique for its ability to deliver precise alert location, immediate audio and visual incident notifications (including lighted strobes, screen messages, and intercom integration) for campus-wide incidents, and 100% full campus coverage.

Since its inception, CrisisAlert has delivered over 400,000 alerts, from the everyday to the extreme, with over 600,000 badges in use. Leaders in over 12,000 locations nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day). CENTEGIX empowers rural, urban, small, medium, and large customers, including four of the ten largest and 20 of the 100 largest U.S. school districts. Our growing customer base includes higher education institutions, healthcare facilities, and government agencies.

The Florida Department of Education approved CrisisAlert as the only badge solution for its Alyssa's Law compliance. Over 35% of Florida districts and over 80% of Georgia districts have chosen CENTEGIX CrisisAlert to protect their staff and students. CrisisAlert has helped to save lives both from potential violence as well as health-related emergencies.

CENTEGIX has been recognized nationally with awards, including the 2023 Secure Campus Award, Georgia Fast 40 (2024), Inc. 500 fastest growing companies in America, and Campus Safety BEST Award (2024).

Because CENTEGIX has been creating and supplying digital mapping as part of our CrisisAlert solution, a natural next step in mapping technology was to empower users with the ability to adjust and layer their own digital maps. Thus, Safety Blueprint™ was introduced in 2023 as the next step toward a larger safety and security ecosystem.

Safety Blueprint directly empowers authorized district and school personnel to adjust the security layer of each site as your facilities change. We enable the district to make immediate interactive changes to scaled drawings based on roles and permissions in our solution. Not only can users edit basic outlines of buildings, classrooms, offices, etc., but with Safety Blueprint, users can color code rooms by grade levels, functions, or even by special needs.

To further expand our impact on school safety, in 2023 CENTEGIX acquired Ident-A-Kid, the market-leading provider of Visitor and Volunteer Management and Reunification solutions for K-12. This acquisition furthered CENTEGIX's mission of innovating safety solutions to empower and protect people (every day). Over 7,000 schools nationwide have selected Ident-A-Kid for its automated background checks, visitor alerts, and integrations with other school safety platforms.

Lastly, our team includes experienced K-12 school educators and leaders, and we are guided by our values of empowerment, advocacy, and innovation. We believe in empowering all staff with the ability to get help and to protect a campus. We are dedicated to building safety solutions that use market-defining technology that delivers the functionality, connectivity, and accessibility needed to stand up to real-world emergencies.

Every. Second. Matters.®

We are dedicated to our mission of innovating safety solutions to empower and protect people (every day).

CENTEGIX® is the industry leader in wearable safety technology for all types of workplaces. The cloud-based CENTEGIX Safety Platform™ initiates the fastest response time for emergencies, from the everyday to the extreme, anywhere on campus. Leaders nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).

The design of the Safety Platform is grounded in CENTEGIX's years of experience supporting staff with incident response. In an emergency, every second matters. Time is the single most critical factor in incident response. The more efficiently you can utilize time, the better the outcome.

The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies.

Our Safety Platform and solutions support your leadership to foster a culture of safety across industries:

- Education
- Healthcare
- Hospitality
- Government
- Retail
- Commercial



In an emergency, time is the most critical factor for a positive outcome.



SAFETY PLATFORM™

The foundation for a layered safety plan that saves critical time in emergencies.



SAFETY BLUEPRINT™

Direct responders to critical incidents with digital mapping for rapid emergency response.



CRISISALERT™

Empower your staff to get help instantly in an emergency with a push of a button.



VISITOR MANAGEMENT

Authenticate, manage, and locate visitors on your campus.



REUNIFICATION

Quickly reunite staff, students, and personnel in an emergency.



600K+
CrisisAlert Badge Users



10M+
People Protected

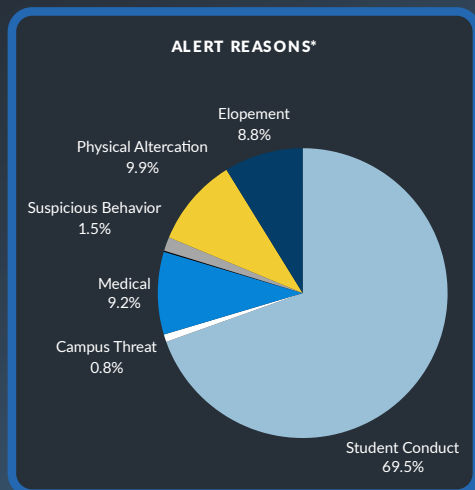


12K+
Locations covered

The Data-Driven Power of CENTEGIX

Lead with confidence every day, using your CENTEGIX dashboard to leverage actionable data that supports your goals and impact.

*Sample CENTEGIX Dashboard



How We Bring Safety To Every Corner of Campus

Our Powerful Platform

In an emergency, time is the most critical factor for a positive outcome. The CENTEGIX Safety Platform™ minimizes identification, notification, and response time in emergencies. Our Safety Platform leverages dynamic digital mapping, real-time locating capabilities, an easy-to-use wearable panic button, and visitor management and reunification capabilities to plan for and respond faster to any safety situation.

“We designed a private, managed network in conjunction with software-as-a-service cloud solutions that provide multi-layer safety protection with 100% grounds coverage and room-level location. That is something that can’t be done in the market today.”

Brent Cobb
CEO, CENTEGIX, GA

What Customers Are Saying About CENTEGIX

“CrisisAlert is the solution we’ve been looking for. Knowing that in healthcare, if there’s a problem, you just hit that badge...This is an outstanding solution to a long-standing problem.”

Dr. Kevin Klauer
Chief Executive Officer
American Health Information Management Association

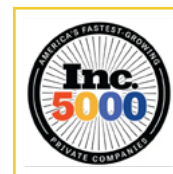
“Safety and security is everyone’s responsibility, so if we’re going to make that everyone’s responsibility, then everyone needs to be empowered to have a voice. These are public schools and parents entrust their children to us every day.”

Michelle Mccord
Superintendent, Frenship Independent School District, TX

“Our previous mobile app didn’t work because there were simply too many places on campus where the service was unavailable. We switched to CENTEGIX because there was nothing else that compared in terms of complete campus coverage and ease of use.”

Frank Frangella
Chief of Safety and Security, Martin County School District, FL

Our Awards





In a Crisis, Every Second Matters

The single most critical factor of incident response is time. The cloud-based **CENTEGIX Safety Platform™** initiates the fastest response to emergencies anywhere on campus.

The Safety Platform combines industry-leading dynamic mapping and incident response solutions to identify, notify, and initiate a response to a crisis situation, within seconds.

Reduce Identification Time

Quickly, easily, and discreetly send an alert for help with the push of a button. The CrisisAlert™ badge is worn on a lanyard like a staff ID, which is always available and accessible. The silent panic

alert works anywhere on campus and does not depend on Wi-Fi or cellular, eliminating communication breakdowns. Immediately upon identifying a situation that requires help— from the everyday to the extreme—staff are empowered to use their badge to alert responders that help is needed.

Reduce Notification Time

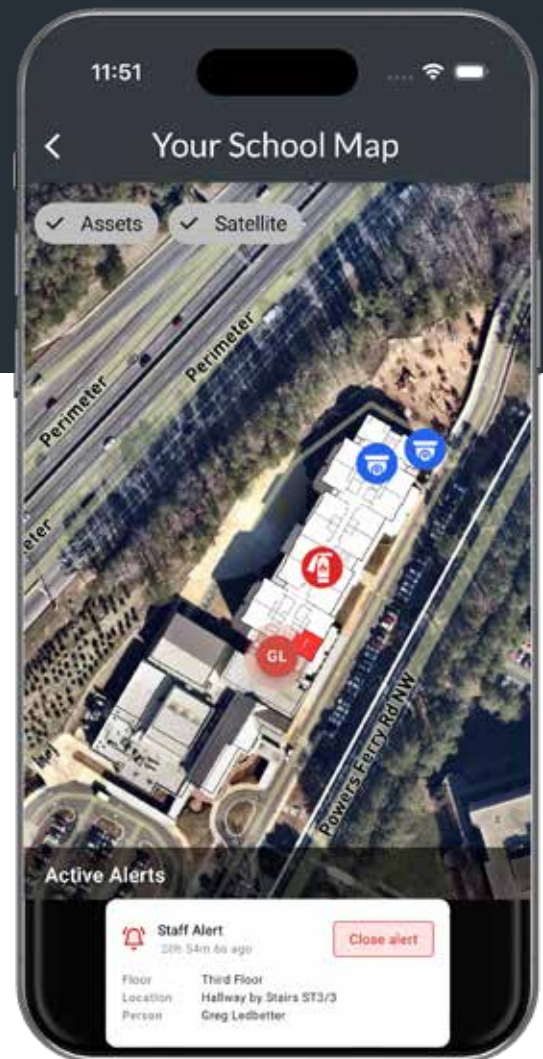
For an incident where onsite responders are needed, the designated response team immediately receives the alert notification with a campus map showing who needs help and their precise location. The map also highlights the location of safety assets that may be needed in the response.



For a more severe emergency or threat to the school, badge-wearers can initiate lockdown protocols preconfigured by your organization. Campus-wide alerts activate screen take-overs displaying lockdown directions and full audio and visual communication notify everyone that the campus is under threat and to get to safety as quickly as possible. At the same time, 911 dispatch or local law enforcement is notified and equipped with the Safety Blueprint™ campus map to plan their response. In seconds, everyone in harm's way knows a lockdown is in effect and what they need to do to get to safety.

Reduce Response Time

The onsite response team has the right location and knows where safety assets are located. Local 911 takes action to neutralize the situation. Knowing precisely and immediately where buildings and assets are located—AED, fire alarms, first aid kits, extinguishers, and evacuation points—are the critical details first responders need to make the most of every second.



Wearable Panic Button for Rapid Incident Response



CrisisAlert™ is the wearable panic button that empowers teachers and staff to get help from anywhere on campus.

For incidents such as medical emergencies, student altercations, and elopement:

- Single-button activation
- Discreet and easy to use
- Notify onsite responders immediately
- Identify who needs help and where they are
- No Wi-Fi or cellular service is needed

For extreme situations like an active threat to campus:

- Single-button initiates campus lockdown protocols
- Notify 911 dispatch
- Activate full audio and visual communication
- Provide first responders with specific location details
- Display safety assets and evacuation routes for a more organized response



**One-button
activation**



**Total facility
coverage**



**Location
accuracy**



**Immediate
notification**



**Audio & visual
notification**



**Ease of
installation**

Technology-Driven Approach to Safe Reunification



When an emergency occurs, your entire school can go from orderly to disruptive instantly. You've put in all the protocols and solutions to get everyone to safety as quickly as possible.

What happens after the evacuation at the reunification site?

- Mark students and staff safe when fully evacuated
- Access a real-time digital roster for accuracy
- Perform a custody check with signatures and time stamps
- Confidently establish all parties are safe and reunited with approved guardians

Because in an emergency, every second matters.



Dynamic Critical Incident Mapping

CENTEGIX Safety Blueprint™ is an intelligent response mapping solution to help you optimize incident response, safety planning, and visitor management. With CENTEGIX Safety Blueprint, first responders have immediate access to relevant building and asset information, lessening their response time to emergencies.

- Reduce incident response time when you know the precise location of an incident and where to find the closest life saving devices
- Understand the severity of an incident by engaging cameras to observe the event in real-time
- Visualize where safety assets are located without digging through multiple spreadsheets
- Reduce the time needed to manage inventory, maintenance, and requisition reports
- Publish floor plan changes yourself and eliminate the wait and cost to engage a vendor to redraw maps
- Track expiration and inspection dates, serial numbers, notes, photos, and other critical information for every piece of safety equipment
- Utilize alerts to take action on assets due for maintenance or replacement
- Create additional layers and related assets to serve IT and Facilities needs



**One map,
many layers**



**Visualize safety
assets on map**



**Comply with
mapping laws**



**Publish your
floorplan changes**



**Manage asset
inventory**



**Alerts for asset
maintenance**

Authenticate, Manage, and Locate Visitors on Campus



With CENTEGIX Visitor Management, check in every visitor with a comprehensive but quick process that verifies their identity, screens their background, and puts staff at ease.

Enhanced Visitor Management adds innovative real-time location mapping technology that enables your team to

- Pinpoint the specific location of every visitor—volunteer, contractor, parent—in real-time
- Know where your visitors are in an emergency
- Know if your visitors are in restricted spaces
- Gauge how long your visitors were on campus to audit contractor/vendor time sheets





Every. Second. Matters.®

Accessible and Easy-To-Use Technology

CENTEGIX Safety Platform makes communicating during a crisis as simple as possible. A wearable panic button is the perfect solution; in an emergency, a staff member merely presses a single button to initiate the school's layers of safety protocols.

The Safety Platform technology is user-friendly for first responders as well. The system provides responders with the exact location of the crisis with additional capabilities to locate safety assets, entrances, and exits.

Reduce Manual Hand-Offs

Your administrators want a safety solution that ensures simple, effective communication during crisis events. Audio and visual notifications, streamlined integration with first responders' systems, and direct responder notifications align all involved in the face of an emergency. Accurate, real-time information can reduce an emergency's duration and significantly affect an incident's outcome.

Real-time Location and Reporting

Accurate and comprehensive incident reporting data is critical for compliance and facilitates post-incident analysis, allowing schools to adjust their safety plans to improve their effectiveness.

Strategic Integrations Maximize Your Existing Safety Investments

We specifically designed our Safety Platform to coordinate with your current safety technology and assets to empower the fastest response to emergencies.

By connecting to our platform, you can automate communication with our mapping and real-time locating capabilities, interact with alerts, and dispatch emergency response immediately as an additional layer to your existing safety infrastructure. CENTEGIX Safety platform integrates with your district's multi-layered safety plan, including intercom systems, radio systems, access control, mass communication systems, videocameras, student information systems, and local 911 providers.



CENTEGIX is the industry leader of wearable safety technology for K-12 education with over 600,000 badges in use. Leaders in over 11,500 locations nationwide trust CENTEGIX's innovative safety solutions to empower and protect people (every day).

To learn more about CENTEGIX: www.centegix.com | (800) 950-9202 | info@centegix.com

Wearable Mobile Panic Button for Rapid Incident Response.

Push Button. Help Comes.[®]

The CrisisAlert[™] Advantage

CENTEGIX[™] exists to innovate technology to save and enrich lives in the K-12 environment. Our motto, "Every Second Matters," echoes Lori Alhadeff's powerful mantra, "Time equals life," inspired by her work to promote Alyssa's Law.

Since the launch of CrisisAlert, we have been singularly driven to develop a solution that stands up to the rigors and limitations of real-world emergencies while minimizing the time and fine motor skills required to initiate and respond to whatever crisis arises.

Our CrisisAlert badge is the fastest and easiest way for teachers and staff to immediately get help, anywhere on campus.

Here's what makes CrisisAlert the easiest, most effective rapid incident response solution for the entire education industry.



TOTAL FACILITY
COVERAGE



IMMEDIATE
NOTIFICATION



ONE BUTTON
ACTIVATION



AUDIO & VISUAL
NOTIFICATION



LOCATION
ACCURACY



EASE OF
INSTALLATION



**"We call it a force multiplier:
putting this technology
in the hands of more than
25,000 sets of eyes to help
keep campuses safe."**

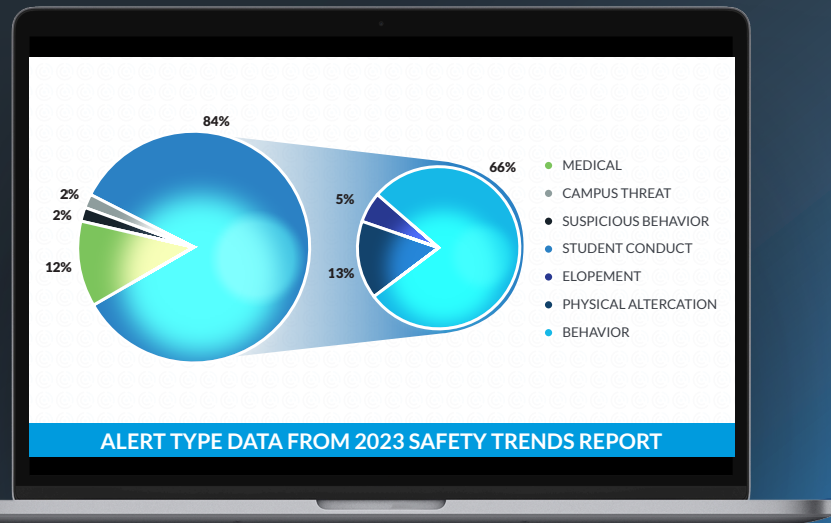
Chief John Newman

Director of Safety and Security Hillsborough
County Public Schools, FL



CrisisAlert is used for everyday and extreme emergencies

The CrisisAlert platform has directly delivered over 100,000 alerts in the 2022-2023 school year. In the 2023 Spring Term, staff alerts, used for everyday emergencies such as medical and behavior incidents, represent just over 98% of all alerts, a trend we've seen since Fall 2020. As in previous semesters, campus-wide emergencies such as weather incidents and lockdowns continue to represent a very small percentage of CrisisAlert usage—only 2%.



Visit centegix.com/2023-spring-term-school-safety-trends-report/ to view the full CENTEGIX Safety Trends Report.

“It is very convenient and immediately alerts necessary parties as opposed to relying on a daisy chain of communication links that can be timely and ineffective.”

Florida High School Teacher

“When support is needed in an emergency situation, you are skipping the middle man by requesting help from the team you need.”

Florida High School Teacher

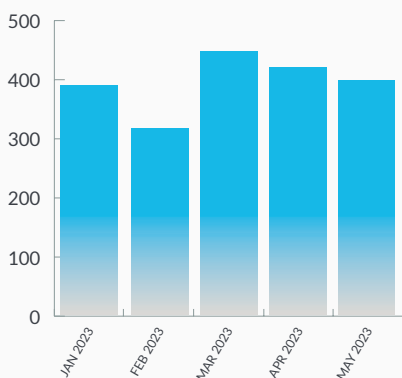
“Responses are almost immediate, and there is a high level of safety now knowing help is right at our fingertips.”

Michelle Mccord

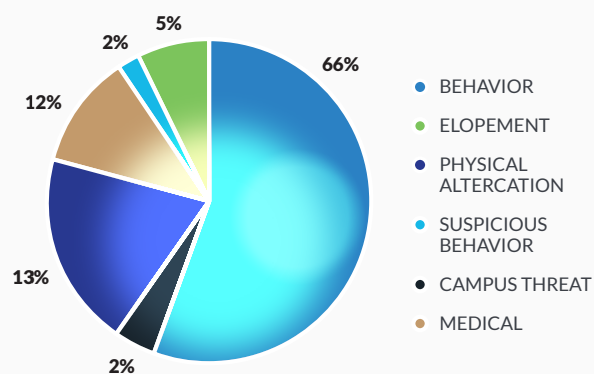
Superintendent, Frenship Independent School District, TX

Sample CrisisAlert Dashboard

ALERTS BY MONTH



ALERTS REASONS



The CrisisAlert dashboard equips district administration with actionable data to understand how to support their schools.



Update, Layer and Share Digital Campus Maps Across Departments

Use dynamic mapping capabilities to improve safety planning, incident response, situational awareness, and communication. Maps are easy to edit and update. IT, Facilities and Safety/Security teams can define and customize map layers while collaborating across departments and with first responders.



CENTEGIX
EVERY SECOND MATTERS

- My Sites
- Map Managers
- Alerts
- Exports
- Logout

Maple Street Park Elementary - Columbia County

Edit Assets

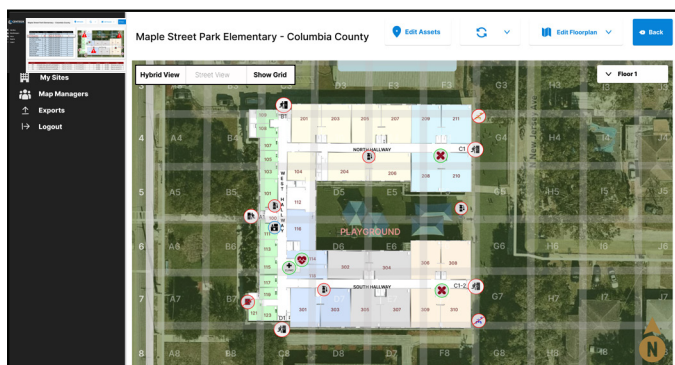
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Edit Floorplan

Back

Safety Asset Type	Quantity	Location	Requires Inspection
A.E.D. Kit	42	Maple St. Park Elem.	2
Fire Extinguisher	488	Maple St. Park Elem.	3
Fire Alarm Panel	21	Maple St. Park Elem.	2
Fire Alarm Ext. Panel	28	Maple St. Park Elem.	2
First Aid Kit	84	Maple St. Park Elem.	0
Bleed Control Kit	21	Maple St. Park Elem.	0
Security Camera	630	Maple St. Park Elem.	0
Key Lock Box	35	Maple St. Park Elem.	0
Key Card Reader	210	Maple St. Park Elem.	0
Water Shutoff	21	Maple St. Park Elem.	4
Gas Shutoff	21	Maple St. Park Elem.	15
Electrical Shutoff	21	Maple St. Park Elem.	0

Asset ID	Unique ID	Site Name	Asset Name	Floor	Latitude	Longitude	Data
988	1034eb95-42ba-4c64-b097-c637059a6601	Maple St. Park Elem.	Fire Extinguisher	1	29.9892	-84.5852	Chemistry Lab Rm 116
757	114fa8b2-6543-4f52-8c2f-632d3678730b	Maple St. Park Elem.	Fire Extinguisher	1	29.9894	-84.5855	Due for service 6/15
752	118b7b80-beff-4618-bbc6-47ce29a3f6d4	Maple St. Park Elem.	Fire Extinguisher	1	29.9898	-84.5853	Due for service 6/15



Precision GPS/GIS Location of Critical Safety Assets, Visually Mapped and Response-Ready

An emergency response often relies on critical safety assets. Knowing precisely where assets are located, that they've been properly maintained and are fully functional, is vital to managing through the crisis. Safety Blueprint eliminates your reliance on disparate spreadsheets and questionable version control.

Safety Asset Management Taken to the Next Level
Visualize all of the data relevant to your safety assets from one source. Run inventory counts, review inspection dates, and plan efficient routes—based on the precise physical location of assets—to address any maintenance required.

CENTEGIX
EVERY SECOND MATTERS

- My Sites
- Map Managers
- Alerts
- Exports
- Logout

Maple Street Park Elementary - Columbia County

Edit Assets

↺

Edit Floorplan

Back

Hybrid View

Street View

Show Grid

Floor 1

Asset

Serial Number

Manufacturer

Inspected

Inspected By

Expiration/Ref

A.E.D.

R-c764vr0078

Phillips

2/16/2023

L. Thomas

5/20/2024

AED

Note: Expires 2025-05-21;
Model M501A; SN A20A-09340

Delete

BE ALIGNED & PREPARED

WITH CENTEGIX SAFETY BLUEPRINT™

Safety and Facilities have a comprehensive view of their resources like utility shutoff locations, campus security resources, IT resources, evacuation points and other user-defined information. Designated safety and facility users can add or update safety information as the facility's structures and assets evolve.

Emergency Planners can define zones, update room names and numbers, evacuation routes, evacuation and reunification staging areas and shelter operations by color shades on the map.

Security Planners can create scenarios where they add assets, add pictures and information about existing assets, to support improvement requests to decision makers regarding needed additional security measures.

First Responders have immediate access to relevant campus information that allows for faster, more effective response. Information such as locations of utility shutoff locations, AEDs, fire suppression equipment, alarm panels and cameras are all readily displayed for enhanced situational awareness.



CAD IN THE CLOUD

- Make architectural changes to structures with a scaled drawing
- Add assets of all types to the maps at any time
- Share and adjust maps prior to publishing
- Version control enables maps to be rolled back



MULTIPLE LAYERS BUILT ON MAP FOUNDATION

- Safety, Security, IT and Facilities each have a custom map layer with their assets
- Add, move, change assets as needed
- Changes to the core architectural map roll forward and are reflected on each layer



ACTIVE DIRECTORY/SINGLE SIGN-ON INTEGRATIONS

- Map utilized by multiple applications including **Visitor Management, Safety Planning, Incident Response, and Reunification** aligning all stakeholders with the most current information



SINGLE MAP SOURCE FOR ALL APPLICATIONS

- Assign access to maps and editable layers based on user logins
- Use assigned roles to authorize/deauthorize access to maps by external groups like local governments and software companies



PRECISE ASSET & ALERT LOCATION FOR RESPONDERS

- Safety and security map layer provided at no additional cost with **CENTEGIX CrisisAlert™** and **CENTEGIX Safety Platform™**
- **CENTEGIX CrisisAlert™** locating assets included on the safety layer



Learn more today.

info@centegix.com | centegix.com



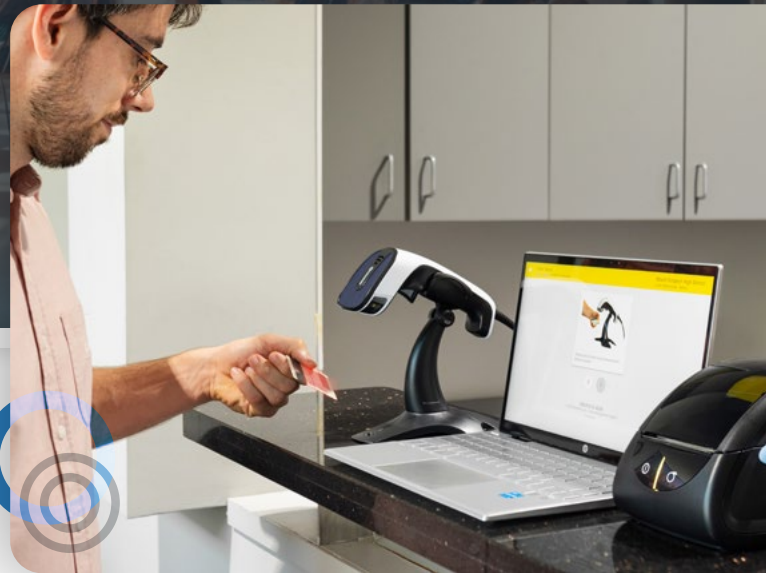
Safety and Efficiency

CENTEGIX Visitor Management monitors all of your campus activities for improved safety and efficiency.

CENTEGIX Visitor Management is the trusted solution of thousands of schools for visitor and custody background checks, student tardy and early dismissals, and detailed activity reports. Our integrations and partnerships with leading School Information Systems and background check providers improve CENTEGIX Visitor Management's already impressive safety and time-saving benefits.

Easily Monitor all Activities on Campus

CENTEGIX Visitor Management makes it easy to protect students and staff from unwanted visitors. Before a visitor is allowed entry, CENTEGIX Visitor Management performs a sexual offender background check and cross-checks your custom list of banned individuals when the visitor scans their ID. If a potential match is found, you're notified immediately to review the check-in and presented all the information needed to make an informed decision. CENTEGIX Visitor Management automates the student tardy and early dismissal process, while providing pertinent information on the exception for attendance and validates custody before the student is released. Hall passes are printed instead of written.



You'll have peace of mind knowing that students are safe thanks to automatic custody issue monitoring when an individual signs a student out for the day. Accurate reporting from CENTEGIX Visitor Management for student attendance helps you monitor truancy and easily export your data for state reporting.

Integrates with your Student and Volunteer Information Systems

Many districts use CENTEGIX Visitor Management for recording volunteer and staff hours and emergency reunification. We've partnered with industry leaders such as PowerSchool SIS, ClassLink, and Sterling Volunteers to create greater efficiencies and elevate security practices to the next level. These integrations automate even more of your daily tasks, and save thousands of hours, by syncing student attendance records in your School Information System, automating the volunteer application process, and syncing students, approved contacts, and volunteers to CENTEGIX Visitor Management.

Looking for additional features?

Our Enhanced Visitor Management system lets you easily check in, authenticate, and locate visitors in real-time, giving you confidence and peace of mind that only permitted, verified visitors are on your campus at all times, and our dashboard gives you full visibility and analysis into all visitor and volunteer activities, both historically and currently, down to the minute.



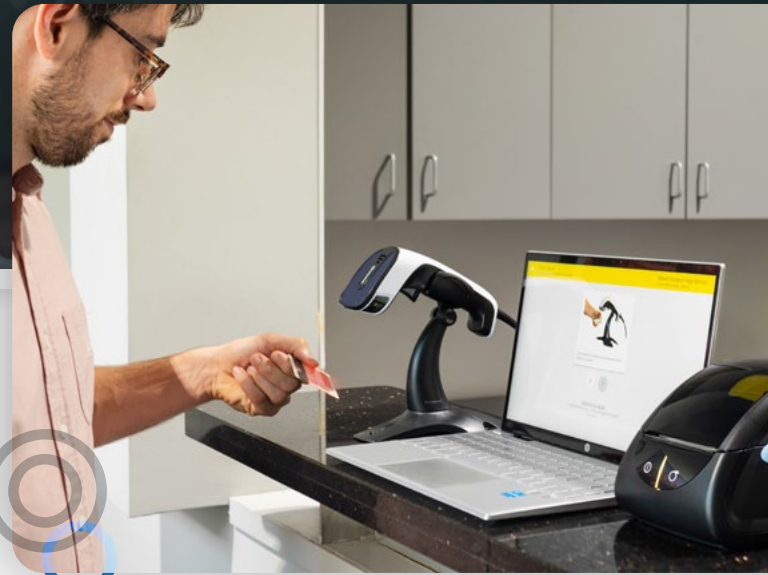
CENTEGIX Enhanced Visitor Management

Take campus visitor management to the next level with real-time visitor locating.

Innovating Visitor Management

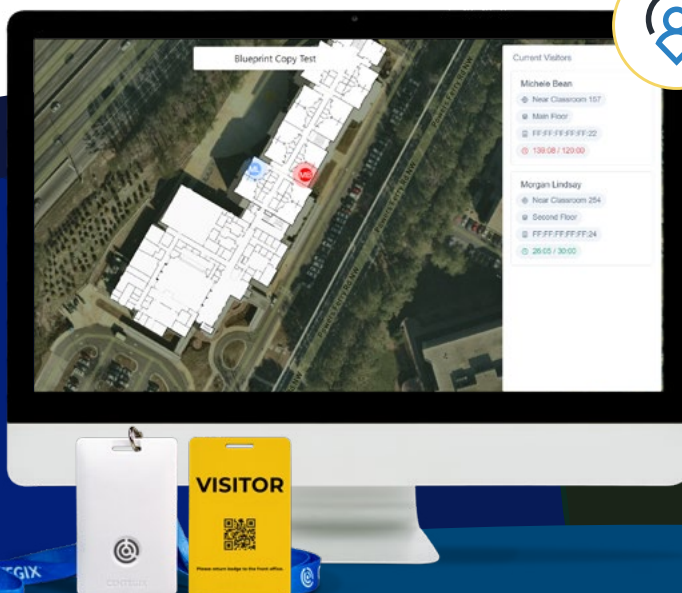
Schools benefit from using CENTEGIX Visitor Management by screening visitors before they enter campus to prevent unwanted visitors, monitoring student attendance, recording staff and volunteer hours, and improving their volunteer registration and emergency reunification processes. We've innovated visitor management to provide an unrivaled safety solution.

CENTEGIX Enhanced Visitor Management is unique in its ability to provide school leaders and staff with **accurate location information for individuals on school grounds**. This **capability holds your visitors, volunteers, and vendors accountable for the time they spend on campus**. With accurate locating down to the floor level and room, your staff will know if a visitor enters restricted areas, empowering them to act quickly and prevent incidents from occurring. **Detailed reporting** of a visitor's check-in information and campus location history enables you to make informed decisions on visitor policies, vendor billing, and approved volunteer and visitor lists.



The Visibility to Know Innovating Visitor Management Your Campus Visitors are Where They're Supposed to be

- Monitor where your Visitors are on your campus, in real-time
- Integrate with your Student Information System
- Screen all visitors for sex offender alerts, custody issues and banned individuals
- Automatically send security alerts to your SROs and Staff
- Alert staff when a person from your Banned Individuals List attempts to gain visitor access



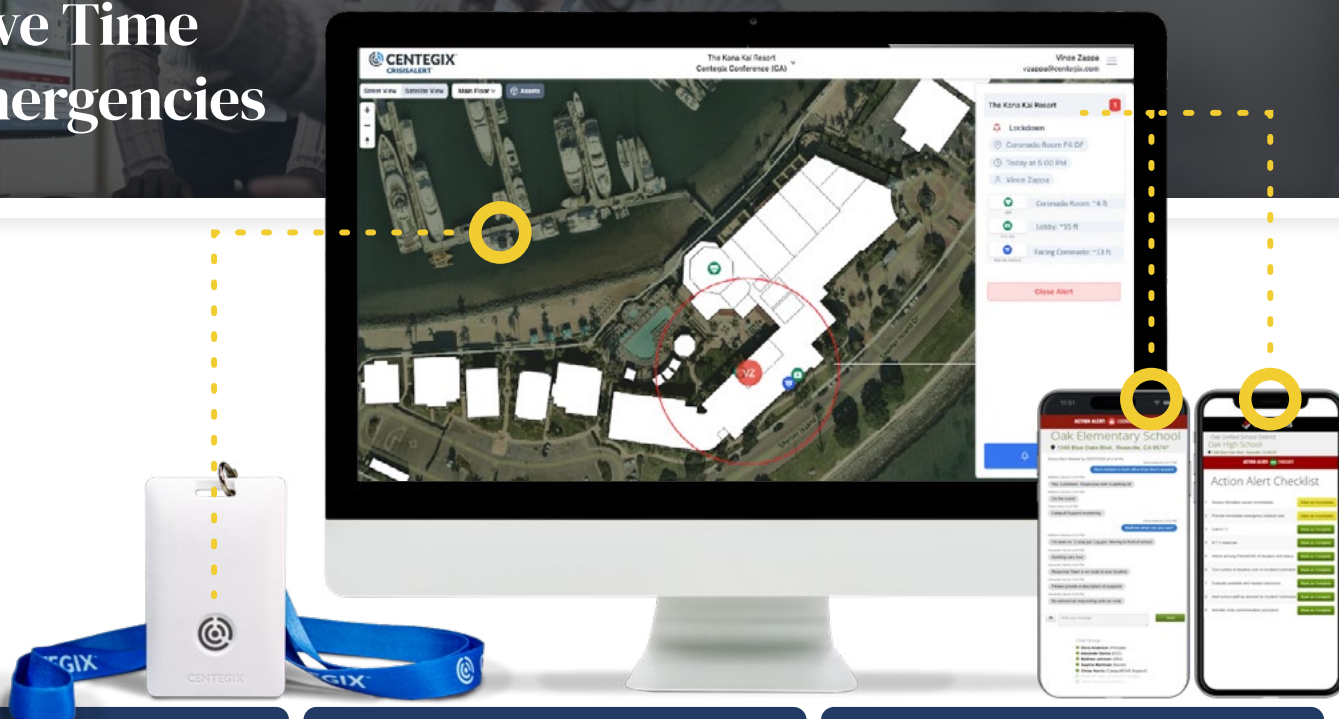
"With 65% of our population being transient, we can't know everyone. CENTEGIX Enhanced Visitor Management helps us quickly identify visitors and know where they are, even if we don't know them personally, and that is a huge relief for our staff."

Before the visitor management system and visitor badges, there were no check-ins. We didn't know if they actually came to campus, or if they did, when and where they went. Now, they have to come into the front office, check-in and we can see where they are and have been, which has offered unexpected upside."

Kristie Brooks

Superintendent, Chattahoochee County Schools, GA

Accelerate Response to Save Time in Emergencies



CRISALERT BADGE ACTIVATES ALERT

- 3 clicks Staff Alert "I need help"
- 8 clicks Campus Alert "Lockdown"

ONSITE & EXTERNAL NOTIFICATIONS

- Precise mapping of alert location
- Responder desktop and mobile notification
- Strobe light activation
- Pre-scripted intercom announcements
- Desktop computer screen takeovers with protocol instructions
- Direct 911 emergency notification (if applicable)
- Extend notifications to all community stakeholders

ALERT TRIGGERS CATAPULTEMS

- Automatically activate two-way communications with Site Safety Team and Law enforcement.
- Instantly access emergency procedures for specific people exactly when they need it.
- Immediately deliver incident details for situational awareness (exact incident location, emergency asset location)
- Account for staff and students
- Post-event documentation for analysis

Key Elements of an Emergency Response & Communication Plan



Panic Button
Solutions



Alerts &
Notifications



Dynamic
Mapping



Emergency
Management



Visitor
Management



Reunification

Standard Terms and Conditions

These Standard Terms and Conditions (the “**Standard Terms**”) govern the rights and obligations of Customer and 34ED, LLC, a Delaware limited liability company doing business as CENTEGIX (“**CENTEGIX**”) with respect to the CENTEGIX Safety Platform™ or CrisisAlert™ Platform and any other products and services acquired from CENTEGIX as set forth on the applicable Order (collectively, the “**Service**”). Capitalized terms used and not otherwise defined in these Standard Terms have the meanings assigned in Section 12 below.

1. Subscription Terms.

1.1 CENTEGIX will provide the Service for the term specified in the Order Acknowledgement (the “**Initial Term**”). Customer has the right to access and use the Service during the Term pursuant to these Standard Terms. The fee for the Service (the “**Service Fee**”) is specified in the applicable Order Acknowledgement.

1.2 Customer is not acquiring any right or interest in the Service or any of the tangible components delivered to Customer as part of and solely for use with the Service and listed on the applicable Order Acknowledgement (the “**Equipment**”) other than the right to access and use the Service and the Equipment during the Term subject to these Standard Terms. CENTEGIX reserves all rights not expressly granted to Customer in these Standard Terms and retains all right, title and interest (including all intellectual property rights) in and to the Service and the Equipment (other than the Accessories) under all applicable laws of the United States and any other applicable state, federal, or foreign law. For purposes of these Standard Terms, all references to the Service include the Equipment unless otherwise expressly stated in these Standard Terms.

1.3 Except as expressly permitted by these Standard Terms, Customer will not: (A) sublicense, transfer, or otherwise assign its rights, in whole or in part, in or to the Service to any third-party nor allow any third-party to access or use the Service; (B) modify, create derivative works of, translate, reverse engineer, de-compile, or disassemble the Service to develop any other device or program or for any other reason; or (C) copy the software portions of the Service, in whole or in part, without the prior written consent of CENTEGIX. Customer must retain all logos, legends, and notices relating to CENTEGIX ownership of the Service and the Equipment and the intellectual property rights of CENTEGIX therein.

1.4 CENTEGIX warrants that the Service will conform to the description of the Service in the Documentation. Except as a provided in the preceding sentence, **CENTEGIX EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

2. Provisions Specific to the Equipment.

2.1 Customer acknowledges that CENTEGIX owns the Equipment, and that the Equipment is specially programmed for Customer and the Site at which the Equipment is initially installed.

2.2 Customer acknowledges title to and risk of loss with respect to the Accessories passes to Customer on delivery to Customer. The Accessories are provided ‘as-is’ and Customer is responsible for all replacement and maintenance of the Accessories at all times.

2.3 In connection with the use of the Equipment, from time-to-time CENTEGIX will require Customer to take certain actions (e.g., reboot a component) for purposes of the continued operation of the Service and Customer will promptly comply with such directions. CENTEGIX is responsible for the continued operation of the Equipment except to the extent the Equipment is damaged as a result of the acts or omissions of Customer or its employees or agents.

2.4 Upon the expiration of the Term or other earlier termination of the Service, (A) the Equipment will be inoperable; and (B) Customer must decommission the Equipment and return the Equipment to CENTEGIX or an authorized recycler. Customer must return all Equipment in the same condition as when such Equipment was provided to Customer, normal wear and tear excepted. Customer shall delete the Software from all Electronic Devices and media on which the Software is then resident. Within thirty (30) days following termination of the applicable Order Acknowledgement, Customer shall certify to CENTEGIX in writing that it has complied with the preceding sentence. CENTEGIX will assist Customer in the decommissioning of the Equipment upon mutually agreed terms. In no event shall Customer resell or transfer the Equipment to a third party.

3. Installation, Implementation, and Other Professional Services.

3.1 **Generally.** If specified on the applicable Order Acknowledgement, CENTEGIX will perform installation

services and implementation services at each Site, for the fees stated in the applicable Order Acknowledgement (the “**Installation Fee**” and the “**Implementation Fee**” and a shipping fee, respectively). CENTEGIX warrants that such Installation, Implementation, and other professional services (collectively, the “**Professional Services**”) shall be performed in a workmanlike, professional manner by qualified personnel.

3.2 Customer Point of Contact. Customer shall designate one or two individuals as the representatives of Customer (the “**Customer Representatives**”), whose names are set forth on each Order, and who shall be authorized to make decisions, approve plans, grant requests on behalf of Customer, and receive notices from CENTEGIX. Customer hereby authorizes CENTEGIX to rely on all communications from and decisions of the Customer Representatives.

3.3 Configuration Information. The Customer Representatives shall promptly complete the required information (the “Install Sheets”) for each Site, assist CENTEGIX in scheduling Installation at each Site, and perform the other obligations of Customer as outlined in the Order Acknowledgement. Customer acknowledges and agrees that the schedule for Installation and Implementation as mutually agreed by the Customer Representatives and CENTEGIX is dependent upon the prompt and accurate completion of Install Sheets and the other obligations of Customer as outlined in the Order Acknowledgement. Customer is responsible for any out-of-pocket costs incurred by CENTEGIX as a result of delays in the timely and accurate performance of Customer Responsibilities outlined in the Order Acknowledgment and these Standard Terms.

4. Customer Data.

4.1 Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the data, information, and/or material that Customer submits to the Service in the course of using the Service (“**Customer Data**”).

4.2 Customer hereby grants CENTEGIX an irrevocable, perpetual, worldwide license to: (A) use Customer Data to provide the Service during the Term, and (B) process Customer Data to create a deidentified subset of Customer Data (the “**CENTEGIX Compiled Data**”). Customer acknowledges and agrees that: (x) CENTEGIX owns the CENTEGIX Compiled Data and all intellectual property rights in and to the CENTEGIX Compiled Data, and (y) that CENTEGIX is free to use CENTEGIX Compiled data for any lawful purpose including without limitation creation of statistical analysis, trend analysis, creation of data models, and creation of statistical rules, for resale. CENTEGIX does not own or have any right to use the Customer Data except as described in these Standard Terms.

4.3 CENTEGIX shall use commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage, or destruction of the Customer Data. Customer is responsible for maintaining current backups of all Customer Data and securing Customer Data stored and processed at the Sites.

5. FEES AND PAYMENT

5.1 Invoicing. The applicable fees will be invoiced in accordance with the terms set forth in the applicable Order Acknowledgement. For any Renewal Term, the Service Fee will be invoiced on each anniversary of the Anniversary Date. In the event of pre-payment, invoicing will be adjusted to reflect prepayments of the Service Fee.

5.2 Payment Terms. Unless otherwise provided in the applicable Order Acknowledgement, all amounts are billed in US Dollars. Invoices are payable in full without deduction or setoff, in US Dollars on net 30 day terms or such later date as may be specified in the Order Acknowledgement (the “**Due Date**”). Interest shall accrue from the Due Date on all undisputed amounts unpaid more than 30 days after the Due Date at the rate of one percent (1%) per month. Customer may withhold payment of amounts disputed in good faith so long as Customer notifies CENTEGIX of all disputed amounts included in any invoice prior to the applicable Due Date, identifying in reasonable detail the nature and amount of any such dispute. The parties will use commercially reasonable efforts to promptly resolve any such disputes.

5.3 Taxes. If applicable, Customer is responsible for, and must pay, any and all federal, state, or local taxes (other than taxes based on CENTEGIX’s income), including sales and/or use taxes imposed in connection with the use of the Service and the Professional Services. CENTEGIX will not invoice Customer, and Customer will not pay, for sales, use, or excise taxes if Customer provides CENTEGIX with certificates or other evidence supporting the applicable tax exemptions. Customer will promptly reimburse CENTEGIX for the amount of any taxes that CENTEGIX is required to pay as a result of Customer’s failure to pay such amount.

5.4 Prevailing Wages. For any work performed under this contract that is subject to prevailing wage laws, the contractor shall pay its employees the prevailing wage rates as determined by the applicable laws and regulations. The cost of the prevailing wage, including any additional benefits and contributions required by law, shall be passed through to the customer and included in the contract price.

- (i) Both parties acknowledge and agree that compliance with prevailing wage laws is a shared responsibility and shall be carried out in accordance with the applicable laws, regulations, and guidelines. The contractor shall maintain accurate records of wages paid and provide necessary documentation to demonstrate compliance with prevailing wage requirements. In the event of any changes or updates to the prevailing wage rates during the term of this contract, the contractor and the customer shall mutually agree on any necessary adjustments to the contract price to reflect the updated prevailing wage rates.

5.5 Performance Bond (or any other bond thereof). In the event that a performance bond is required for this contract, the cost of the performance bond shall be passed through to the customer and included in the contract price. The contractor shall provide the necessary documentation and proof of the performance bond to the customer upon request.

- (i) Any costs associated with obtaining the performance bond, including premiums or fees, shall be the responsibility of the customer. The contractor shall provide a detailed breakdown of the performance bond costs upon request.

6. INDEMNIFICATION

6.1 By Centegix. CENTEGIX shall indemnify, defend, and hold harmless Customer and its officers, directors, employees and agents (collectively, the “**Customer Indemnitees**”) against any losses, liabilities, damages, and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”) arising out of or related to any third party claim that is based upon or alleges that the use of the Service as permitted under these Standard Terms infringes any patent, or a copyright, trade secret, trademark or other proprietary right of a third party (an “**IP Claim**”).

6.2 By Customer. If and to the extent permitted by applicable law, Customer shall indemnify, defend, and hold harmless CENTEGIX and its Affiliates, and its and their respective directors, managers, officers, employees, members, and shareholders (collectively, the “**CENTEGIX Indemnitees**”) from and against all Losses arising out of or related to any third party claim that is based upon or alleges personal injury or property damage in any way related to Customer’s use of, or the failure of, the Service (a “**Customer Indemnifiable Claim**”).

6.3 Indemnification Definitions. “**Claim**” means, as applicable, any IP Claim and any Customer Indemnifiable Claim. “**Indemnitor**” means a party that is required to provide indemnification pursuant to these Standard Terms. “**Indemnitee**” means a party seeking indemnification pursuant to these Standard Terms and includes Customer Indemnitees and CENTEGIX Indemnitees.

6.4 Procedures for Claims. Indemnitee agrees to give Indemnitor prompt written notice of any Claim for which Indemnitee seeks indemnification, *provided however*, any failure by Indemnitee to timely provide such notice will not relieve Indemnitor of its indemnification obligations except to the extent Indemnitor can demonstrate actual prejudice as a result of such failure. Within thirty (30) days after receiving Indemnitee’s notice of a Claim, but no later than ten (10) days before the date on which any formal response to the Claim is due, Indemnitor will notify Indemnitee in writing acknowledging its indemnification obligation and assuming control of the defense and settlement of the Claim (a “**Notice of Election**”). If Indemnitor delivers a timely Notice of Election to Indemnitee, Indemnitor shall have sole control over the defense and settlement of the Claim. Indemnitee shall cooperate with Indemnitor in the defense of the Claim. Indemnitee will have the right to participate with Indemnitor in the defense or appeal of any Claim, at Indemnitee’s option and at Indemnitee’s own expense (such expense not being indemnified by Indemnitor), but Indemnitor will have sole control and authority with respect to any such defense, compromise, settlement, appeal, or similar action, provided that Indemnitor obtains Indemnitee’s prior written consent to any settlement that requires Indemnitee to make any admission of fault or pay any amounts in connection with such settlement. If Indemnitor does not deliver a timely Notice of Election or does not conduct the defense of a Claim after delivering a timely Notice of Election, Indemnitee may defend and/or settle the Claim in such manner as it may deem appropriate, at the cost and expense of Indemnitor, including payment of any settlement, judgment or award and the costs of defending or settling the Claim. Indemnitor will promptly reimburse the Indemnitee upon demand for all Losses suffered or incurred as a result of or in connection with the applicable Claim.

6.5 IP Claims. In the event of an IP Claim, in addition to its obligations as the Indemnitor, CENTEGIX may, at CENTEGIX’s option, (i) modify or replace the Service so that it performs comparable functions without infringement; *or* (ii) obtain a royalty-free license for Customer to use the Service. If neither alternative (i) or (ii) is available to CENTEGIX on commercially reasonable terms, CENTEGIX may terminate all Orders upon a refund to Customer of an amount equal to the Service Fee paid for the unexpired portion of the then current Term. THIS SECTION 6.5 STATES CENTEGIX’S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER’S EXCLUSIVE REMEDY FOR ANY IP CLAIM.

7. INSURANCE

CENTEGIX will maintain in full force and effect: (a) Commercial general liability insurance, with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) general aggregate for bodily injury

and property damage; (b) Errors and Omissions liability insurance with limits of at least One Million Dollars (\$1,000,000) per claim; and (c) workers' compensation and Employer's liability coverage as required under applicable state law.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, IN ANY WAY RELATED TO THESE STANDARD TERMS, THE PERFORMANCE OF ANY SERVICES PURSUANT TO THESE STANDARD TERMS, OR USE OF THE EQUIPMENT, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

8.1 CENTEGIX SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, LIABILITIES, DAMAGES OR LOSSES RELATED TO OR ASSOCIATED WITH THE PERSONAL INJURY, DEATH, OR REAL OR PERSONAL PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY EMERGENCY SITUATION OR ANY OTHER USE OF THE SERVICE WHETHER IN TORT, CONTRACT, ARISING FROM A COURSE OF CONDUCT, USAGE IN TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES CHARGED FOR THE SERVICE ARE ESTABLISHED AS A RESULT OF THE ALLOCATIONS OF RISK AND RESPONSIBILITY DESCRIBED IN THIS SECTION (LIMITATION OF LIABILITY) AND THAT CENTEGIX WOULD NOT HAVE PROVIDED THE SERVICE WITHOUT CUSTOMER'S AGREEMENT TO THE ALLOCATION OF RISK AND RESPONSIBILITY SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY).

8.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CENTEGIX FOR ANY CLAIM, LOSS, OR DAMAGE IN CONNECTION WITH THESE STANDARD TERMS OR CUSTOMER'S USE OF THE SERVICE EXCEED THE AMOUNT PAID TO CENTEGIX PURSUANT TO AN ORDER ACKNOWLEDGEMENT FOR THE PARTICULAR SERVICE WHICH GAVE RISE TO THE CLAIM DURING THE SIX MONTH PERIOD ENDED ON THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE OBLIGATIONS OF CENTEGIX IN SECTION 6.1 (INDEMNIFICATION).

8.3 THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE STANDARD TERMS AND CONDITIONS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. Confidentiality

9.1 Confidential Information. Except as may be provided by state or federal law, including open records requests made pursuant to the open records law of the jurisdiction of Customer, and requests made pursuant to the Freedom of Information Act (FOIA) (U.S.C. §522 *et seq.*), each recipient of Confidential Information (the "**Recipient**") agrees that it will not disclose, provide, or otherwise make available any Confidential Information of the other party (the "**Disclosing Party**") during the Term and for a period of 7 years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret. Each Recipient agrees that it will obtain a written confidentiality agreement from each third party (consultant or any other person) not governed by these Standard Terms who is provided access to the Confidential Information of the Disclosing Party. In addition, each Recipient agrees that it will *not*:

(i) use the Disclosing Party's Confidential Information for any purpose beyond the scope of these Standard Terms;

(ii) Copy any part of the Disclosing Party's Confidential Information or disclose any part of the Disclosing Party's Confidential Information to any person other than Recipient's employees or consultants who need the Disclosing Party's Confidential Information to perform their duties;

(iii) Authorize or permit any such employee or consultant to use or disclose any part of the Disclosing Party's Confidential Information in violation of these Standard Terms;

(iv) Reverse engineer, de-compile, or disassemble any of the Disclosing Party's Confidential Information nor use any of the Disclosing Party's Confidential Information for the purpose of reverse engineering, de-compiling, or disassembling the Software; or

(v) Produce any product nor offer any service of any nature whatsoever based in whole or in part on the Disclosing Party's Confidential Information nor cause or assist any other Person in doing so.

9.2 Exclusions. The Recipient's obligations under these Standard Terms will not apply to any portion of the Disclosing Party's Confidential Information that:

- (i) At the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of these Standard Terms
- (ii)
- (iii) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions;
- (iv) Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party;
- (v) Recipient subsequently independently develops without any use of or reference to the Disclosing Party's Confidential Information; or
- (vi) Becomes a part of CENTEGIX Compiled Data.

9.3 Disclosure Pursuant to Legal Process. If Recipient is legally compelled (including pursuant to open records requests and FOIA requests) to disclose any portion of the Disclosing Party's Confidential Information, Subject to the time constraints of open records requests and FOIA requests, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Disclosing Party's Confidential Information that must be disclosed. Recipient will disclose only that portion of the Disclosing Party's Confidential Information that is legally required to be disclosed.

9.4 Enforcement. Recipient acknowledges that Disclosing Party may have no adequate remedy at law should Recipient breach its obligations under this Section 7 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 8 by seeking appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under these Standard Terms will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of these Standard Terms.

9.5 Return or Destruction of Confidential Information. Upon request by the Disclosing Party, the Recipient will destroy the Disclosing Party's Confidential Information, including all copies of the Disclosing Party's Confidential Information, and all abstracts, summaries or documents produced using the Disclosing Party's Confidential Information and, upon request, will certify to the Disclosing Party in writing that all copies, abstracts, summaries, and documents have been destroyed. Notwithstanding any provision of these Standard Terms to the contrary, no provision of these Standard Terms shall require the destruction of (i) Confidential Information required to be retained by the Recipient's document retention policy and (ii) copies of any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures which cannot reasonably be deleted.

10. TERM; TERMINATION

10.1 Term. Customer may use the Service during the Initial Term. Customer may renew the right to use the Service by paying a renewal invoice or by submitting an Order for a renewal term (each, a "**Renewal Term**," and, with the Initial Term, the "**Term**"). Customer acknowledges that failure to renew the applicable Term will terminate Customer's access to and use of the Service.

10.2 Termination. Each of CENTEGIX and Customer has the right to terminate these Standard Terms, the affected Order Acknowledgement(s) and the Service if the other party breaches or is in default of any material obligation under these Standard Terms, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt from the other party of written notice of the breach or default.

10.3 Effect of Termination. Within thirty (30) days of the termination of an Order Acknowledgement for any reason, the affected Sites will be decommissioned and CENTEGIX will cease provision of the Service. Upon termination, Customer will use reasonable efforts to notify all users of the Service that the Service have been terminated. Except as expressly set forth in these Standard Terms, amounts paid to CENTEGIX for Equipment, Service, and Professional Services are non-refundable.

10.4 Auto-Renewal. This agreement shall automatically renew for successive renewal terms of one – year

unless either party provides written notice of termination to the other party at least 30 (thirty) days prior to the expiration of the then-current term. The terms and conditions of this agreement shall remain in full force and effect during each renewal term.

- (i) In the event that either party wishes to terminate this agreement, written notice must be provided to the other party within the specified time frame. Failure to provide such notice shall result in the automatic renewal of this agreement for the specified number of renewal terms.
- (ii) During each renewal term, the terms and conditions stated in this agreement shall continue to apply, unless otherwise agreed upon by both parties in writing. This includes any obligations, responsibilities, and rights outlined in the original agreement.

11. GENERAL.

11.1 Independent Contractor. The parties are and shall be independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, employee, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority.

11.2 Limitations. The Safety Platform including CRISIS ALERT System is not a life-saving system, and no part of the Safety Platform including CRISIS ALERT System is a life safety device. The Safety Platform including CRISIS ALERT System is a communications system designed to allow Customer personnel to signal an alert if there is an emergency at a Site or provide other safety and security functions. Emergencies and the resulting confusion, errors in judgment, interruption of power and communications, and other issues surrounding emergencies may result in the failure of systems or in inappropriate or less than optimal actions or inactions by persons reacting or responding to emergencies. The Safety Platform including CRISIS ALERT System may not be operational or work properly as a result of environmental factors and weather conditions beyond human control, unmaintained, stolen, or damaged equipment, the failure of the internet and other communications systems, or the failure of electrical grid, therefore CENTEGIX does not represent, warrant, or guarantee that the Safety Platform including CRISIS ALERT System will be operational or work properly if or when an emergency occurs.

11.3 Assignment. Neither Party has the right to assign or transfer its rights and obligations under these Standard Terms without prior written approval of the other and any attempted assignment shall be void, except that either Party may assign these Standard Terms to an Affiliate of such Party or to any successor to all or substantially all of such Party's business and assets upon written notice to the other Party.

11.4 Force Majeure. Neither Party shall be in default by reason of any failure in performance of these Standard Terms if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. A force majeure event shall not excuse performing duties that are unrelated to the force majeure event, including, without limitation, discharging financial obligations.

11.5 No Waiver. Any failure by either Party to detect, protest, or remedy any breach of these Standard Terms shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.

11.6 Notices. All notices, communications, and deliveries under these Standard Terms (other than routine support calls) must be made in writing, signed by the Party making the same, must specify the Section under these Standard Terms pursuant to which it is given or being made (if applicable), and will be given or made to the address(s) specified as the "Address for Notices" on the signature page to these Standard Terms.

11.7 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Standard Terms will continue in full force and effect.

11.8 Governing Law.

- (i) These Standard Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions thereof. The Parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to

these Standard Terms.

(ii) No actions, regardless of the form, arising out of these Standard Terms may be brought by the Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions.

(iii) Any dispute, controversy, or claim arising out of, in connection with, or relating to, these Standard Terms, the breach or alleged breach these Standard Terms, or the termination, enforcement, interpretation, or validity of these Standard Terms, including extra-contractual claims and any determination of the scope or applicability of this provision to arbitrate, shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, *provided* that each Party shall pay for and bear the cost of its own experts, evidence, and counsel's fees, and *provided further*, that in the discretion of the arbitrator, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing party. This clause shall not preclude Parties from seeking provisional remedies for breach of intellectual property rights pending the conclusion of arbitration.

11.9 Entire Agreement.

These Standard Terms together with the applicable Order constitutes the complete and entire understanding between the parties with respect to the Service and supersede all previous written or oral agreements, proposals, RFP's, RFP responses, and representations. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of these Standard Terms shall alter or amend any provision of these Standard Terms or otherwise control, unless the parties both specify in writing that such terms or conditions shall control. Additionally, the parties acknowledge that there are no contemporaneous agreements, side-letters, or oral or other arrangements that contradict, alter, or modify any of these Standard Terms. Customer acknowledges and agrees that Customer has not relied on the potential availability of any future product, functionality, or feature, or any statement or representation by CENTEGIX or its employees concerning the potential availability of any future product, functionality, or feature, in placing Orders. These Standard Terms may be modified only in a writing which expressly references these Standard Terms and is executed by both of the Parties to these Standard Terms. These Standard Terms may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. These Standard Terms has been accepted by CENTEGIX in Atlanta, GA

11.10 Interpretation. The following rules of interpretation must be applied in interpreting these Standard Terms:

- (i) This section and subsection headings used in these Standard Terms are for reference and convenience only, and will not enter into the interpretation of these Standard Terms, (b) all references to Sections and Exhibits are to the Sections in these Standard Terms and Exhibits to these Standard Terms, as the case may be, (c) the provisions of the Exhibits are incorporated in these Standard Terms, and (d) as used in these Standard Terms, the term "including" will always be deemed to mean "including without limitation."

12. Definitions

The following capitalized terms are used in these Standard Terms with the meanings thereafter ascribed.

"Accessory" means the items identified as such on the applicable Order which are provided to enhance the functionality of the Safety platform functionalities.

"Affiliate" means any entity directly or indirectly controlling, controlled by, or under common control with Customer, where "control" means ownership of at least 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

"Anniversary Date" means 120 days after the earlier of the PO Date (if applicable) or signed Order Acknowledgement.

"Confidential Information" means all business or technical information of the Disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. The Service constitute Confidential Information of CENTEGIX and its licensors.

“Contractor” means an independent contractor performing services for Customer or an Affiliate.

“Customer” means the person or entity that issued an Order the receipt of which by CENTEGIX has been acknowledged by an Order Acknowledgement of Centegix.

“Documentation” means the on-line information and materials, relating to the use of the Service and the Equipment made available to Customer in connection with the license of the Software.

“Electronic Device” means each computer or other device into which the Software is downloaded and/or installed.

“Equipment” has the meaning assigned in Section 1.2 of these Standard Terms.

“Implementation” means the services performed by CENTEGIX for Software configuration, the loading of a standard set of IT protocols, and training.

“Initial Term” has the meaning assigned in Section 1.1 of these Standard Terms.

“Installation” means placement and configuration of Equipment at the Site.

“Order” means the Order Acknowledgement and Customer’s Purchase Order identified in an Order Acknowledgement.

“Order Detail Attachment” means *Exhibit A* to the Order Acknowledgement which lists Equipment provided to Customer.

“Party” means CENTEGIX or Customer, individually, and **“Parties”** means CENTEGIX and Customer, collectively.

“Person” means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

“Professional Services” has the meaning assigned in Section 3.1 of these Standard Terms.

“Site” means each physical location specified by Customer prior to the commencement of Installation at which Equipment will be placed and the Service will be used.

“Special Terms” means the terms and provisions on *Exhibit B* to an Order Acknowledgement, if an *Exhibit B* initialed by CENTEGIX is attached to an Order Acknowledgement, which supplement or modify these Terms and Conditions.

“Software” means the executable software used for the CENTEGIX mobile app, the CENTEGIX background Device crisis app, and the Safety Platform including CrisisAlert Platform.

Part E – Signature Forms

AEPA 025-E

Security Solutions

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Responding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Bonfire.

*Note, a solicitation checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Responding Company".

Uniform Guidance "EDGAR" Certification Form – *signature required

Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	X	JM
2. Termination for Cause of Convenience	X	JM
3. Equal Employment Opportunity	X	JM
4. Davis-Bacon Act	X	JM
5. Contract Work Hours and Safety Standards Act	X	JM
6. Right to Inventions Made Under a Contract or Agreement	X	JM
7. Clean Air Act and Federal Water Pollution Control Act	X	JM
8. Debarment and Suspension	X	JM
9. Byrd Anti-Lobbying Amendment	X	JM
10. Procurement of Recovered Materials	X	JM
11. Profit as a Separate Element of Price	X	JM
12. General Compliance with Participating Agencies	X	JM
13. Governing Law; Forum Selection.	X	JM

34ED LLC, dba CENTEGIX

Name of Business



Signature of Authorized Representative

Jason McCarthy, CFO

Printed Name

9/16/2024

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Jason McCarthy

Authorized Representative (Please print or type)

2120 Powers Ferry Rd, Suite 110

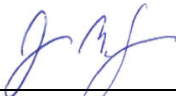
Mailing Address

CFO

Title (Please print or type)

Atlanta, GA 30339

City, State, Zip



Signature of Authorized Representative

9/16/2024

Date




Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	34ED LLC, dba CENTEGIX	Date	9/16/2024
Address	2120 Powers Ferry Rd, Suite 110	City, State Zip	Atlanta, GA 30339
Contact Person	Jason McCarthy	Title	CFO
Authorized Signature		Title	CFO
Email	jmccarthy@centegix.com	Phone	800-950-9202

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	3/1/2025	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance “EDGAR” Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

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SAS HALO

September 12, 2024

Association of Educational Purchasing Agencies (AEPA)
AEPA 025

To whom it concerns,

We are proud to submit our response to your RFP and provide the following Marketing Plan, and overview of SAS HALO and its founders for your review.

We look forward to your response and working together in 2025

Sincerely,



Brian L. Talbott, Ph.D.
Chairman

SAS HALO

Marketing Plan

Introduction:

In 2018, Brian Talbott, Tom Lapping, and Pat Blew joined forces to address the pressing issue of school security in response to the increasing threat of school shootings. Their goal was to answer the critical question: “How do we keep our schools safe?” After conducting extensive research and collaborating with security providers, state and local officials, as well as Homeland Security and the Department of Defense, they quickly realized that there was no quick fix. A layered security approach was identified as the most effective solution.

By 2020, combining their expertise in education, technology, and finance, they established SAS HALO to meet the growing demand for a robust school security system that could deter and prevent school violence. One of the core principles of SAS HALO’s strategy is the integration and enhancement of existing local, state, and national security resources. By reviewing current school security plans, SAS HALO is well-positioned to leverage its knowledge and expertise, particularly through its business partnership with AESA and its Education Service Agencies (ESAs) to extend its solutions to schools across the United States.

Implementation:

SAS HALO aims to work cooperatively with ESAs nationwide by establishing a National Advisory Committee comprised of AESA and AEPA members. This committee will consider the specific needs and operational procedures of individual states. While SAS HALO commits to the standard 2% AEPA marketing fee, it recognizes a greater opportunity for revenue sharing through marketing, training, and service delivery initiatives.

Drawing parallels to the E-Rate program, chaired by Dr. Talbott during his 21-year tenure on the USAC Board, SAS HALO foresees a similar growth potential in its partnership with AESA. As with E-Rate, a collaborative effort involving both the private and public sectors is essential, where each entity can define its niche. SAS HALO, as a private company and business partner of AESA, is uniquely positioned to create a flexible marketing program that works for AEPA, and their member agencies.

The operational plan will incorporate input from local, state, and national ESA leadership, offering customized solutions based on each ESA’s specific needs. This can include ESA training, site evaluation, technology support, and more. SAS HALO is also open to subcontracting fee-for-service programs where appropriate, depending on the delivery capabilities of local, state, or regional ESA entities, understanding that operational differences exist across states.

Next Steps:

If selected for this RFP, SAS HALO looks forward to collaborating with AEPA and its member states to develop a tailored approach to school security solutions. We are committed to working closely with state leaders to customize the implementation plan, ensuring that the specific needs of each state are met efficiently and effectively.

SAS HALO

SAS HALO AND FOUNDERS OVERVIEW SUMMARY

1. SAS HALO Overview

- a. Unmatched expertise and relationships in education industry
- b. Knowledge and understanding of the education market space
- c. Partnerships through national education associations
- d. Relationships and access to the top levels at the significant buying education coops – reducing the sales cycle by 12 to 18 months. AESA is currently working with AEPA as the lead for cooperative purchasing.
- e. An active business partnership with AESA (overseeing 80% of the US schools)
- f. Knowledge and relationships to assist in obtaining Local, State, and Federal funding
- g. Institutional relationships to provide financing for the service contracts
- h. Expertise in marketing to schools and school contracting.
- i. Experience with School Security Plans
- j. Systems Integration expertise with complete solution lifecycle support delivering high reliability and availability

2. HALO Process to Final Sale Commitment – Preliminary Sale vs. Final Sale

- a. Enter Customers into the CRM to oversee the entire multi-step sales process
- b. Design a perimeter detection system using an aerial view and 4D modeling without the need for site visitation.
- c. This design will be used to price the system and prepare a quote for the school district
- d. A presale agreement will initiate the review of the existing school security plan and determine the existing investments in safety and security technology, to determine which existing components enhance SAS Halo's threat detection capability and will need to be integrated into the system.
- e. Integrate or upgrade the district's 911 notification systems and develop a plan to recognize False Positives.
- f. Negotiate contract – Set up and operate legal review to oversee the negotiation of all client contracts and service agreements and prepare the final Client Agreement.
- g. The district final approval will include approval of SSP, design, price, etc., and require school board approval to be followed by a purchase order.

SAS HALO

3. HALO Post-Sale Activities

- a. Coordinate order and shipment with Syght.
- b. Coordinate acquisition of additional items not provided by Syght.
- c. Schedule installation with the installer.
- d. Coordinate installation project management plan and any installation work to be completed by the school.
- e. Adjust SSP requirements to integrate with SAS Halo's system's capabilities.
- f. Confirm field installation completion with NOC integration.
- g. Complete system testing for approval and obtain signed school acceptance form for invoicing.

4. HALO Post Installation Activities

1. Set up the customer service program with an ongoing monitoring system with reporting.
2. HALO to Provide 24/7/365 onsite repair services.
3. A client account manager will develop a relationship with school personnel with regular contact to monitor the system, sell any upgrades, and renew contracts. This can be leveraged to be ESA personnel, paid for by SAS HALO where appropriate.
4. Collect service agreement payments.
5. Accounting Department collects all fees and pays all obligations.

SAS HALO

SAS HALO and Founders Overview Continued

Brian L. Talbott is a distinguished figure in the field of education, known for his extensive experience and leadership. He is the Chairman and President of SAS HALO, Inc. Here are some key highlights of his career:

Educational Roles:

K-12 Experience: Talbott has served as a K-12 teacher, principal, and superintendent at various levels, giving him a comprehensive understanding of the educational system.

Educational Service Agency Superintendent: He spent 21 years as an Educational Service Agency (ESA) superintendent, a role in which he oversaw the provision of services to multiple school districts within a region.

National Leadership:

Executive Director of AESA: From 1997 to 2011, Talbott served as the National Executive Director of the Association of Educational Service Agencies (AESA), a national organization representing educational service agencies across the United States. AESA is a professional organization that serves educational service agencies (ESAs) across 45 states, encompassing over 500 agencies nationwide with the ability to reach over 80% of public school districts and private schools. Collectively, the annual budget for ESAs amounts to approximately \$15 billion.

Executive Director Emeritus of AESA: Following his tenure as Executive Director, he continues to serve as the Executive Director Emeritus, maintaining a leadership role and ongoing influence in the organization.

Brian L. Talbott served on the Board of Directors for a division of the FCC, the Universal Service Administrative Company (USAC), and was chairman for ten of the eighteen years. USAC is responsible for administering the Universal Service Fund, which ensures that schools, libraries, rural healthcare providers, and low-income consumers have access to affordable telecommunications services. His role on the board involved overseeing the distribution of nearly \$10 billion annually to support universal service and connectivity across the United States. As of 2024 the fund has distributed more than 220 Billion dollars to the US schools and libraries. Talbott's extensive background in education and his leadership experience with the Association of Educational Service Agencies (AESA) positioned him well to contribute to USAC's mission of providing accessible, affordable, and pervasive high-speed connectivity.

Partnerships and Influence:

Talbott has established significant relationships with educational leaders and agencies across 45 states and maintains connections with the five states without ESAs. His extensive network and deep understanding of educational administration have made him a key figure in advocating for and implementing educational services and policies nationwide.

Through his long and varied career, Brian L. Talbott has contributed significantly to the advancement of educational service agencies and the broader educational landscape in the United States.

SAS HALO

Thomas J. Lapping is a seasoned leader and entrepreneur with a diverse and accomplished professional background primarily in the US Education market. His experience spans various focuses and companies, including JDL Technologies, Inc., JDL Horizons, LLC, and SAS HALO, Inc.

JDL Technologies, Inc.

Role: Founder and Leader

Overview: JDL Technologies is known for providing advanced network and IT solutions and managed services. Under Lapping's leadership, the company became a significant player in the US K-12 industry, offering innovative technology solutions to educational institutions. JDL Tech built the LAN and WAN for the nation's fifth largest school system in Broward County, Florida (\$200M), Miami-Dade County wireless (\$80M), the Education Territory Area Network in the USVI with a Microwave wireless solution connecting forty-two schools on three Islands (\$27M) and provided network and IT services to thousands of schools across the US.

Contributions: Lapping played a critical role in driving the company's growth, without outside investment, establishing it as a trusted provider of marketing technology services in the education vertical marketplace. His strategic vision helped JDL Technologies to deliver cutting-edge national education marketing programs for Asante Technologies, Cisco Systems, Cisco Academy, Netscape Communications, and others that improved market access for the partner and technological capability for its education clients. The company was merged with publicly traded Communications Systems, Inc. in 1998 where Thomas Lapping stayed as CEO until he acquired two operating divisions of the company in 2007 and started JDL Horizons.

JDL Horizons, LLC

Role: Founder and Leader

Overview: JDL Horizons specializes in educational video hosting and streaming video services, enhancing the learning environment with video workflows that support communications, teaching, and learning. The company provides the award-winning Eduvision platform, which supports a school districts' brand and image without advertisements or third-party content, adhering to individual district policies and rules. In promoting the company and Eduvision, Thomas Lapping became an educational video journalist, conducting over 2,000 interviews at industry conferences. His most recent interview can be viewed in a five-part series on educational leadership and vision with Alberto Carvalho, Superintendent of the second-largest school district in the nation, the Los Angeles Unified School District. The series is published by [eSchool News in May 2024](#).

Contributions: Under Lapping's leadership, JDL Horizons built strong relationships with educational leaders and institutions, leveraging video communications for public school board meetings, meeting workshops, press announcements, graduations, and more. Eduvision, one of the first video management systems to meet and exceed the Web Content Accessibility Guidelines (WCAG 2.1 AA), features automatic captions and translations in over 100 languages, as well as the ability to generate critical meeting minutes immediately after sessions, annually saving thousands of hours of manual labor.

SAS HALO

His efforts also helped some of the nation's largest school districts implement teacher-driven lessons, created directly from their notebook devices, capturing their desktop content and webcams. This video content created from a web browser called Eduvision Capture, combined with Eduvision's advanced Quiz-Wizard, integrates the teachers' courses and lessons seamlessly with leading learning management systems and automatic gradebooks, improving teaching practices and significantly enhancing student educational outcomes.

SAS HALO, Inc.

Role: Founder and CEO

Overview: SAS HALO, Inc. is dedicated to developing and supporting security alert services, particularly for K-12 schools in the United States. The company focuses on creating safe educational environments through early threat detection and advanced security solutions.

Contributions: As CEO, Lapping is responsible for driving the vision and strategy of SAS HALO. He oversees the development, marketing, and implementation of the Security Alert Service (SAS) components, which aims to protect students, teachers, and staff by leveraging advanced technology and strategic partnerships.

Overall Impact:

Thomas J. Lapping's career is marked by his commitment to leveraging technology to improve education and security. Through his leadership in various companies, he has consistently driven innovation and provided solutions that address critical needs in the education and IT sectors. His strategic vision and dedication to creating safe and effective learning environments continue to make a significant impact.

Pat Blew: Professional Overview

Current Role: Chief Financial Officer, SAS HALO, Inc.

Pat Blew is a seasoned financial executive currently serving as the Chief Financial Officer (CFO) for SAS HALO, Inc. In this role, he oversees the company's financial operations, strategic planning, and fiscal management, ensuring the organization's financial health and supporting its mission to enhance educational outcomes through innovative solutions.

Previous Experience:

President, Cabear Corporation

Pat Blew, President at Cabear Corporation, where he leveraged his extensive real estate development experience. At Cabear Corporation, he focused on:

Developing real estate for his own account.

Assisted private companies, banks, and government regulators in determining the highest and best use for large tracts of land, rezoning the properties to maximize their value and then marketing the properties to private developers for development.

Acted as a fee developer on behalf of institutions and private landowners

SAS HALO

Notable Projects:

Sea Mountain: A 434-acre development located at the south end of the island of Hawaii, showcasing significant strategic and developmental expertise.

Port of Los Angeles Business Center: An 87-acre project situated in the City of Los Angeles, adjacent to the Port of Los Angeles. Cabear rezoned the property which was developed with 2,000,000 square feet of industrial space and sold it to a large pension fund.

CBB Carson Building: A 97,000 square foot building on 10 acres of land in Carson, California, which Cabear redeveloped and sold

Potomac Station: A 612-acre parcel in Leesburg, Virginia, that was rezoned and sold on behalf of a bank.

Warhill: An 880-acre property in Williamsburg, Virginia, zoned for a golf course, 1,368 houses, and 500,000 square feet of retail/office/industrial space. The property was master planned, rezoned and sold to a private developer on behalf of a bank.

Escena – A 350 acre parcel in Palm Springs, California that was rezoned for 1300 houses and a Golf course and sold to Lennar for development.

Manassas Virginia – Master planned a 1,000 acre office park for the development of over 10,000,000 square feet. Included forming a taxing district to build the 234 Bypass to create access for the property. The property was sold for development to Prince William County.

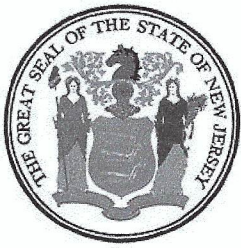
Daon Corp

Executive Vice President of Daon Corp

Pat was one of two people hired to start the US subsidiary of Daon Development Corporation a publicly help Canadian real estate development company. As executive Vice president, Pat was responsible for acquiring all the properties for commercial development and the conversion of apartments to condominiums and completing the development of those projects. In its third year in business, Daon Corp generated approximately \$70,000,000 in pretax profit. When Pat left to develop properties for his own account, Daon Corp had over 300 employees and was one of Coldwell Bank's (now CB Richard Elles) largest commission paying clients in the country.

Coldwell Banker

As a mortgage broker for Coldwell Banker, Pat financed numerous commercial projects in and around Orange County, California. Pat worked with lenders such as Aetna Life Insurance to finance shopping centers, office buildings, and industrial projects as Orange County grew in the 1970's. His clients included both local and national developers.



RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify that the amount of uncompleted work on contracts is \$ 0.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



SAS HALO, INC

Name of Firm

Patrick Blew / Patrick Blew

Signature

CFO

Title

8200 KINGSLEE RD
BLOOMINGTON, MN 55438-1253

Address

(410) 991-6326

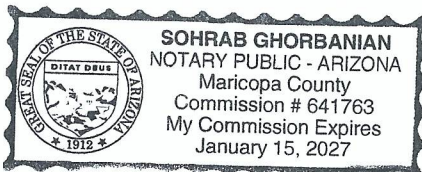
Phone

Sworn to and Subscribed before me

This day 14th of September 2024
Notary Public

DPMC 701 (3/15)

Sohrab Ghorbanian



Statement of Suspension or Debarment

STATE OF ~~NEW JERSEY~~
Specify, of other

State of Arizona

COUNTY OF MARICOPA

I, JOHN PATRICK BLEW of the (City, Town, Borough)

of SCOTTSDALE State of AZ of full age,

being duly sworn according to law on my oath depose and say that:

I am CFO of the firm

of SAS HALO, INC the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: SAS HALO, INC
(Company Name)

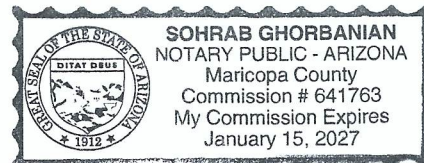
By: J Patrick Blew J Patrick Blew
(Signature of authorized representative)

Subscribed and sworn to before me

This 14th day of September, 20 24

(Seal) Notary Public of New Jersey
Specify Other State

My Commission expires 06/15 20 27



PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, J. PATRICK BLEW of the City of SCOTTSDALE
in the County of MARICOPA and the State of ARIZONA

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am CHIEF FINANCIAL OFFICER (Position in Company), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

SAS HALO, INC (Name of Company) is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ 0 as of _____ (Date).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The SAS HALO, INC (Name of Company), pursuant to N.J.S.A. 18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

J. Patrick Blew Signature of Authorized Representative

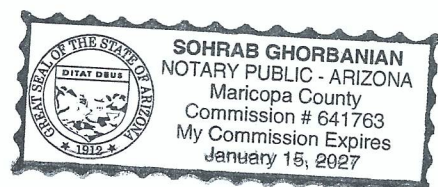
9/13/24 9/14/24 Date

Sworn and subscribed to before me this 14th day of September in the Year 2024

Sohrab Ghorbanian Signature of Notary
Sohrab Ghorbanian Notary Public of Bank of America, Arizona.
Print Name of Notary

My Commission Expires: January 15th 2027
Month Day Year

SEAL



PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No X

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: SAS HALO, INC
Authorized Agent: J. PATRICK BLEW
Title of Authorized Agent: CFO
Authorized Signature: J. Patrick Blew

**AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement –
RETURN WITH BID**

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B.** If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company SAS HALO, INC.

Address 8200 KINGSLEE RD P.O. Box _____

City, State, Zip Code BLOOMINGTON, MN 55438-1253

Name of Authorized Representative J. PATRICK BLEW

Signature *J. Patrick Blew* Date 9/13/24

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for SAS HALO, INC
Name of Subcontracting Company THE WINEGARD COMPANY / STARLINK
Address 3000 KIRKWOOD ST
City, State, Zip BURLINGTON, IOWA 52601
Telephone 319 209-0905 Fax _____
E-Mail ALUTT@WINEGARD.COM FEIN No _____
Authorized Agent AARON LUTTENEGGER Title DIRECTOR OF BUSINESS

Certification of Equipment

The _____ hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print)—Bidder

Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

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1. Sub-Contractor for SAS HALO, INC
Name of Subcontracting Company SALAMANDER TECHNOLOGIES
Address 1624 BUSINESS PARK DR
City, State, Zip TRAVERSE CITY, MI 49686
Telephone 877 430-5171 Fax _____
E-Mail INFO@SALAMANDERLIVE.COM FEIN No _____
Authorized Agent ROBERT RIESS Title PRESIDENT

Certification of Equipment

The SAS HALO, INC hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

JOHN PATRICK BLEW
Authorized Agent (Print)—Bidder

J Patrick Blew
Signature of Authorized Agent—Bidder

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1. Sub-Contractor for SAS HALO, INC
Name of Subcontracting Company GEOSPAN
Address 6625 W. 78th ST
City, State, Zip MINNEAPOLIS, MN 55439
Telephone 800 436-7726 Fax _____
E-Mail SALES@GEOSPAN.COM FEIN No _____
Authorized Agent TED LACHINSKI Title PRESIDENT

Certification of Equipment

The SAS HALO, INC hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

JOHN PATRICK BLEW

Authorized Agent (Print)—Bidder

John Patrick Blew

Signature of Authorized Agent—Bidder

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Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for SAS HALO, INC
Name of Subcontracting Company 911 INFORM
Address 1709 Hwy 34 #3A
City, State, Zip WALL TOWNSHIP, NJ 07727
Telephone 833 333-1911 Fax _____
E-Mail INFO@911INFORM FEIN No _____
Authorized Agent _____ Title _____

Certification of Equipment

The SAS HALO, INC hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

JOHN PATRICK BLEW
Authorized Agent (Print)—Bidder

J Patrick Blew
Signature of Authorized Agent—Bidder

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Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for SAS HALO
Name of Subcontracting Company SYGHT INC
Address 4665 NAUTILUS CT #200
City, State, Zip BOULDER, CO 80301
Telephone 970 215-4405 Fax _____
E-Mail KMAGENIS@SYGHT.COM FEIN No _____
Authorized Agent KEVIN MAGENIS Title CBO

Certification of Equipment

The SAS HALO INC hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

JOHN PATRICK BLEW
Authorized Agent (Print)—Bidder

J. Patrick Blew
Signature of Authorized Agent—Bidder

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Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for SAS HALO, INC.
Name of Subcontracting Company MANADA TECHNOLOGIES, INC
Address 1150 CELEBRATION BLVD
City, State, Zip CELEBRATION, FL 34747
Telephone 855 335-8831 Fax _____
E-Mail INFO@MANADATECH.COM FEIN No _____
Authorized Agent JOEY MANDEL Title _____

Certification of Equipment

The SAS HALO INC hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

JOHN PATRICK BLEW
Authorized Agent (Print)—Bidder

John Patrick Blew
Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit Notarized and Sealed
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment Notarized & Sealed
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate **(Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		
Signature: <u><i>Robert A. Lee</i></u> Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.			

Bid	Title of Bid <u>Security Solutions</u> Bid # <u>025E</u>
Vendor	SAS HALO, Inc.
Representative	Brian L Talbott
Address	8200 Kingslee Rd., Bloomington, MN 55438-1253
Telephone #	(509) 994-0100
Fax #	(952) 697-0551
Email	btalbott@sashalo.com
Website	https://sashalo.com/

West Virginia Agreement and Affidavit Required forms:

**PURCHASING POLICIES AND PROCEDURES MANUAL FOR LOCAL
EDUCATIONAL AGENCIES**

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: SAS ITALO, INC

Authorized Signature: J. Patrick Blaw Date: 9/13/24

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control.

DISPUTE RESOLUTION: Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to non-binding mediation prior to litigation.

2. **HOLD HARMLESS:** Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW:** The agreement shall be governed by the law of the State of West Virginia. This provision replaces any reference to any other State's governing law.

4. **TAXES:** Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for an Vendor including individuals, nor will the Agency make any returns or reports on behalf of Vendor or any other party.

PAYMENT: Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.

6. **INTEREST:** Provision for interest or charges on late payment is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **WAIVER:** Any language in the agreement requiring the Agency to waive any rights, claims, or defenses is hereby deleted.

8. **TERMINATION:** Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

SUITS: Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **RIGHT TO EQUIPMENT:** Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **ATTORNEY FEES:** The Agency recognizes an obligation to pay attorneys fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT:** Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to any State agency or another local governmental agency, board or commission of the State of West Virginia. Within thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of the Agency prior to assigning the agreement.

13. **LIMITATION OF REMEDY:** The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT OF FIRST REFUSAL:** Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.

15. **TERMINATION CHARGES:** Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE:** Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management and will provide a certificate of property insurance upon request.

18. **REPOSSESSION:** Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION:** Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY:** Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS:** All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency: _____

Signed: _____

Title: _____

IEUD.9B.11

Company Name: SAS HALO, Inc

Signed: [Signature]

Title: CFO

Bid	Title of Bid <u>Security Solutions</u> Bid # <u>025E</u>
Vendor	SAS HALO, Inc.
Representative	Brian L Talbott
Address	8200 Kingslee Rd., Bloomington, MN 55438-1253
Telephone #	(509) 994-0100
Fax #	(952) 697-0551
Email	btalbott@sashalo.com
Website	https://sashalo.com/



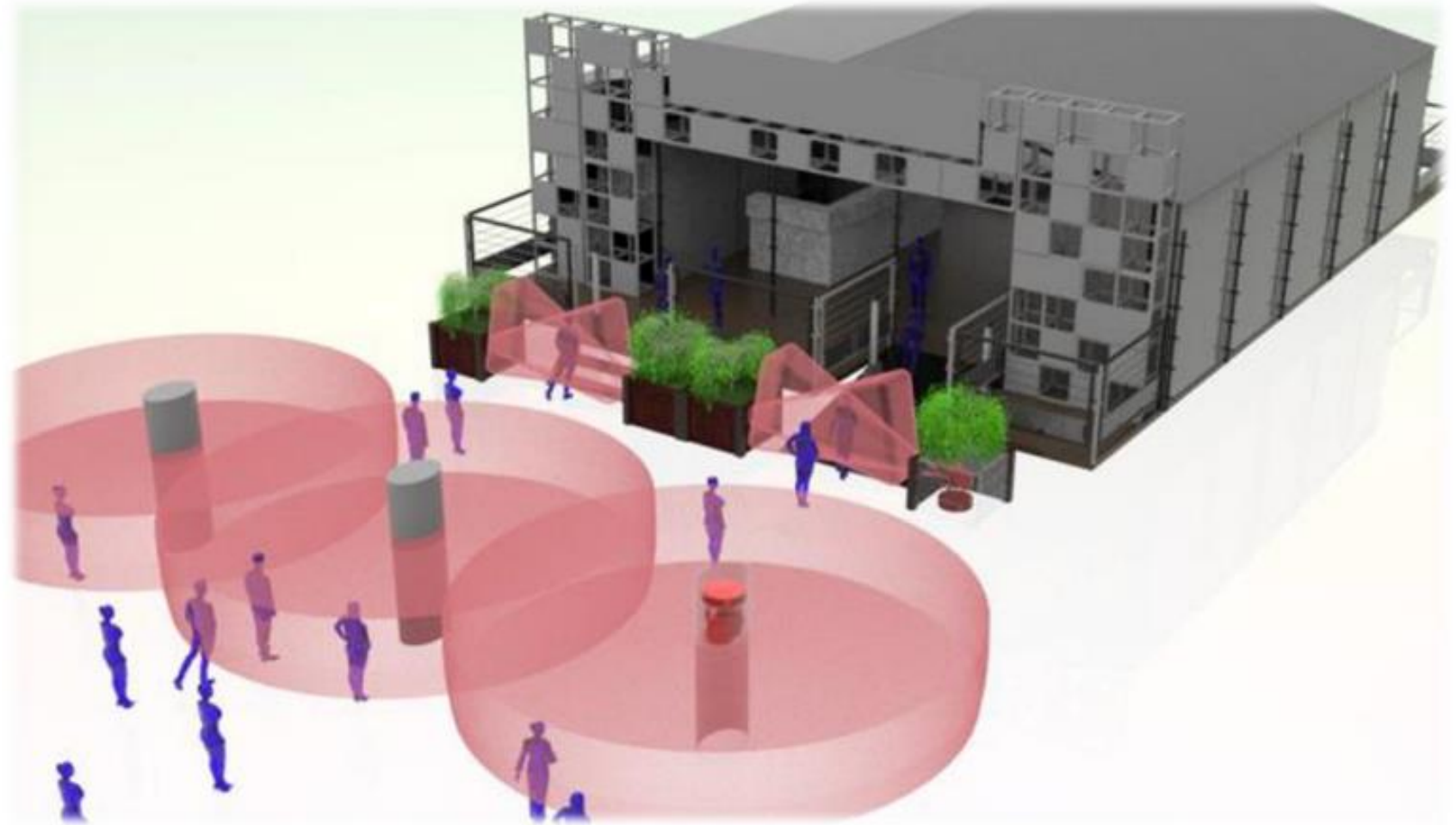
AEPA #025 RFP

Concealed Weapons and Theft Detection

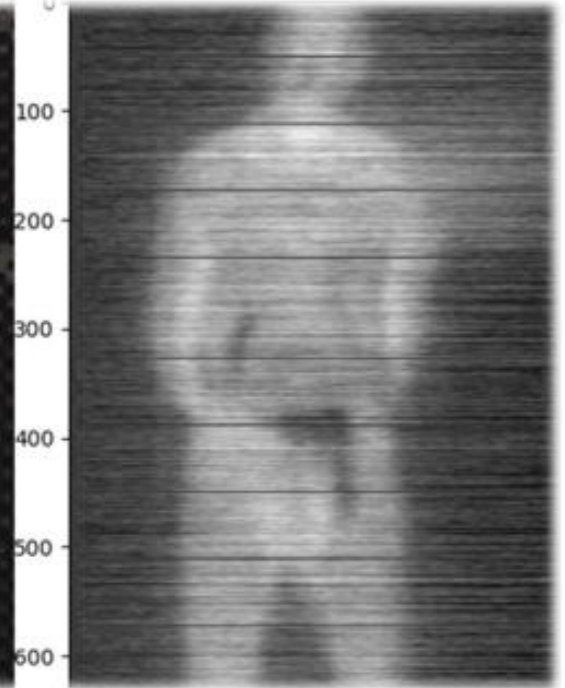
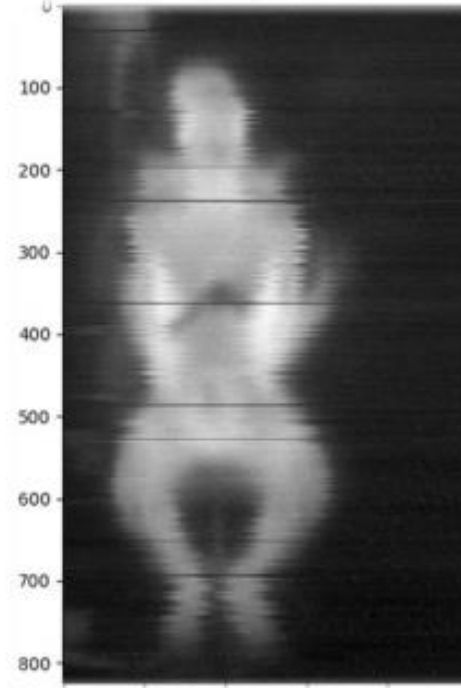
**SAS HALO, Inc. has an exclusive
agreement with Syght, Inc.**

Every Place a Safer Space

- We create affordable, non-invasive, AI-based security solutions that provide an early warning to active threats.
- We seamlessly integrate our solutions into the fabric of societies consistent with individual freedoms and choices.



What We Do



Syght can detect guns and other objects when they are concealed under clothing or hidden behind different types of obscurants.

Syght WatchTower

Near Perimeter Solution

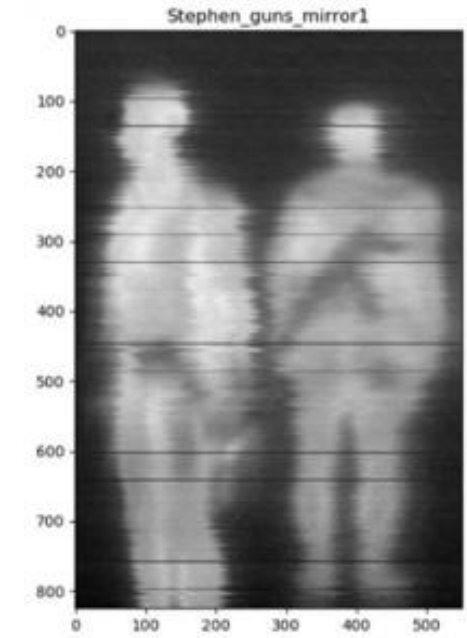
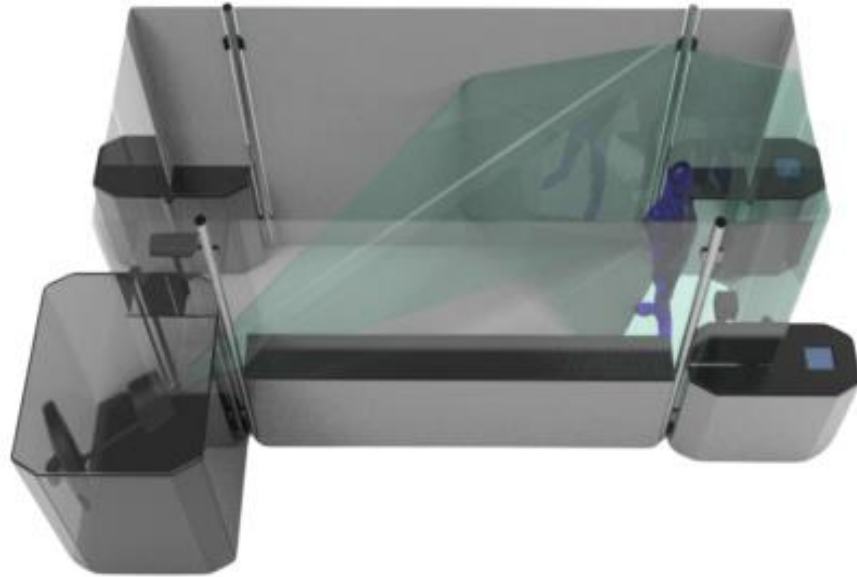
- A passive millimeter wave unit that images a full body at distance of 3 to 30 meters
- The periscope rotates to allow tracking and imaging of subjects 360°
- It is a 42" h x 26" diameter cylinder
- Weighs <50 lbs. and uses 80 watts of energy
- It can be free-standing, mounted on pillar or post, or embedded into a wall, etc.
- The communications options include 5G, WiFi6, wired (POE)

Trials Q3 2024, production 2025



Syght Gateway

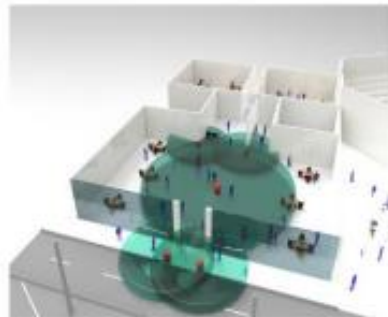
for Entrances



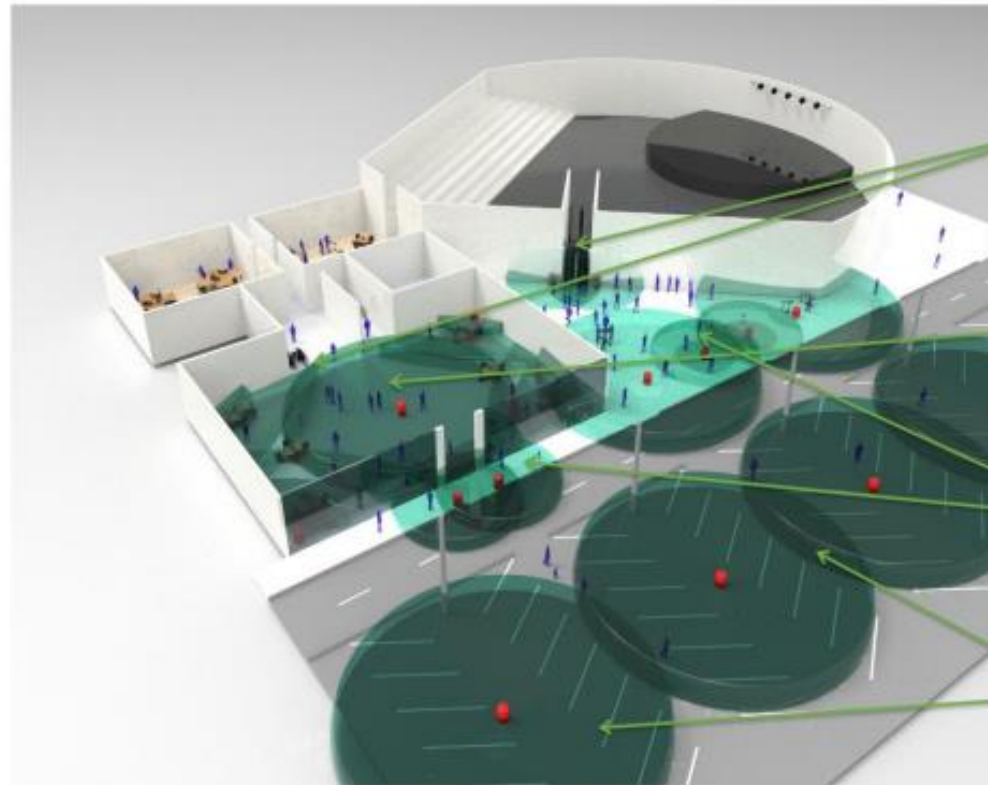
- The Syght passive MMW camera, equipped with reflective walls, enables simultaneous imaging of a subject's entire perimeter.
- Automated access control and screening system for businesses and public venues can catch offenders during entry.
- The system, freestanding with portable reflective walls, can be stand-alone, built-to-fit, or utilizing existing structures.
- Modular system with opportunity to integrate additional sensors including chemical, sound and thermal capability

Layered Security

Our Solution achieves the goal of layered security – indoors and outdoors



Tower of Truth



Check Points
Portal, Lane Manager,
Chock Points

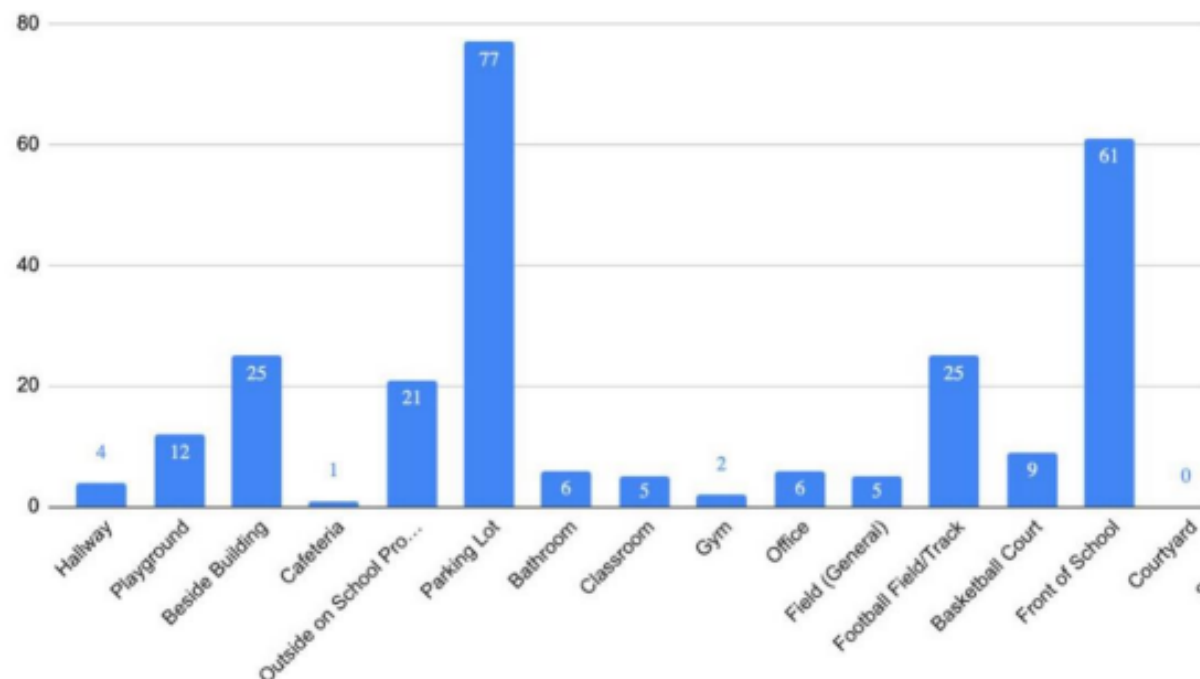
Interior Perimeter
Lobby, Ticket Sales,
Foyer

Outer Perimeter
Doors, Curb, Plaza,
Courtyard

Edge Perimeter
Transit Stations,
Parking Lots

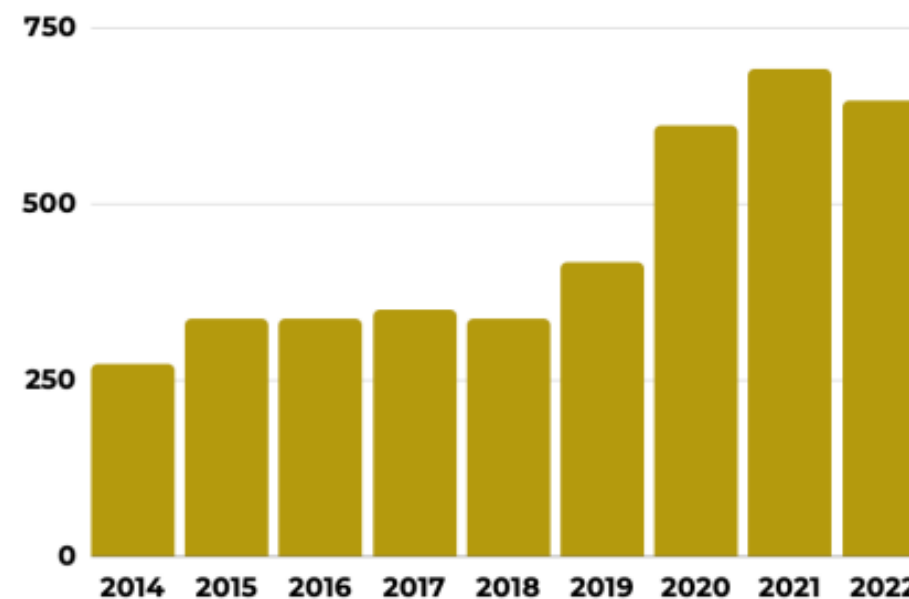
Importance of Perimeter Security

Of the last 300 School Shootings, 80% Occurred Outside of the Building



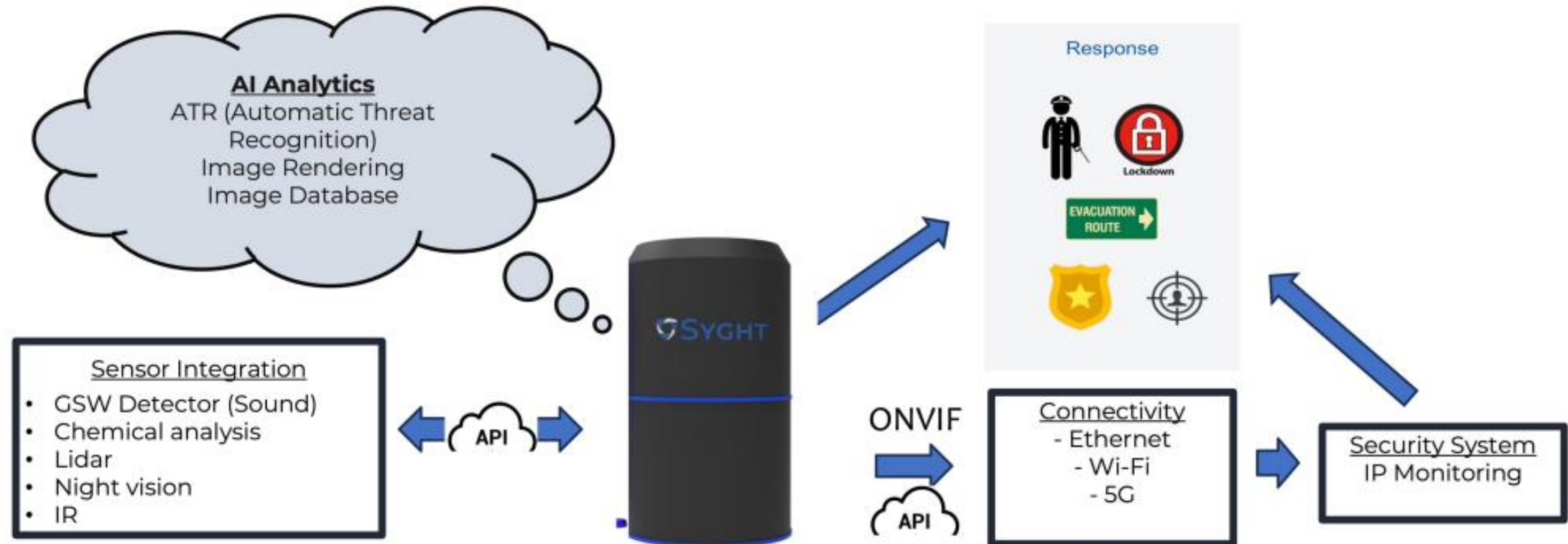
Riedman, David (2023), K-12 School Shooting Database

Mass Shootings by Year in the US



Syght Go-To-Market

Syght uniquely offers modular security components to integrators, enabling them to enhance both existing and new security systems, rather than providing a fixed, all-in-one solution.



SAS HALO

Early Threat Detection

Syght sensors leverage passive millimeter wave imaging and automatic threat recognition technologies to pinpoint concealed weapons and explosives on moving objects at a distance. This advanced imaging technology detects concealed metallic and nonmetallic threats through obscurants including luggage, clothing, darkness, fog, dust and rain.

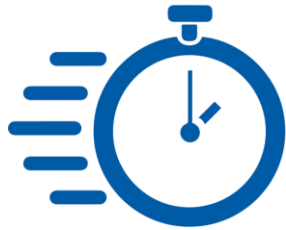
Syght's passive technology is safe and secure — it does not transmit electromagnetic waves of any kind onto people. Rather, it identifies potential threats by detecting and analyzing differences in the natural energy emitted by people, objects and the surrounding environment.

Syght's sensors fully integrate with complementary perimeter security technologies, including 911 Halo, powered by 911 Inform for video management and engage response protocols, such as locking doors, turning on strobes, and alerting law enforcement.

ADVANCING LAYERED SECURITY

Ideal for adding to your layered approach to securing public safety, Syght sensors are able to scan high-throughput public school venues and provide perimeter stand-off detection. The sensors deliver video-rate quality imagery resolution to detect potential threats at a enough distance to deal with the threat.

Unlike traditional security screening methods, which require subjects to remove contents from their pockets and pass through narrow portals to be scanned for concealed weapons, Syght sensors detect potential threats through clothes, crowds, walls and other obscurants. The mobility and flexibility of Syght's sensors ensure this solution can be installed on your school campus parking lots, athletic fields entryways and more — even in covert locations.



SPEED

With a frame rate of 7.5 Hz, the video-rate output delivers images in real time, capturing subjects in motion to enable rapid and early threat detection which is ideal for high-throughput public schools.



RANGE

Syght is optimized for advanced perimeter security. With the ability to see through obscurants, such as dust, fog, walls, clothing, bags and luggage, to effectively monitor vulnerable public areas, identifying potential threats at a distance — before becoming dangerous to your students, teachers, staff and school property.



SAFE & PRIVATE

Leveraging nonionizing passive millimeter-wave technology, our sensors do not emit radiation, in fact they make no changes to the natural environment. Additionally, to

address privacy concerns, no invasive imagery is produced — threat images overlay on a visible-light video stream.



LIGHTWEIGHT

The lightweight design enables flexible covert or overt installations in outdoor and indoor locations. Syght technology is also platform agnostic – designed to integrate complementary perimeter security technologies and systems.



Identify type of threat and location

Match threat signatures augmented with machine learning and AI, and verify with Salamander DB to prevent a false positive.



Optical cameras

Originate video of perpetrator for secure live stream to school officials and first responders for decision support to keep students, teachers and staff safe.



API support for third party systems

Sensors, 911 Inform, locks, lights, existing systems to maximize your existing investments in all safety related systems.



Undetectable real-time monitoring for Decision Support

Perpetrators don't know they've been detected, giving you valuable time to lock doors, make alerts and deliver your emergency request to 911.

SAS HALO

Powered by  911 INFORM

The 911 HALO platform, powered by 911inform™ offers a comprehensive notification and security management system designed to enhance safety and compliance across school campuses. Key features include:

Immediate 911 Communication: Directly connects with PSAP, school-requested Police Mobile Data Terminals, and school and district officials as outlined in your School Security Plan. This bridges the gap between first responders and organizations, ensuring effective crisis management.

Concealed Threat Detection: The Syght system detects and identifies the threat and the 911 Halo alerts district personnel and first responders to threats before the perpetrator is aware of detection, providing early intervention decision support.



Enhanced Situational Awareness: Facilitates open communication between people at the location, 911 dispatch, and first responders, improving emergency response.

Integration with Over 200 Safety Technologies: Includes video management systems, security cameras, electronic door locks, and real-time bi-directional communication.

Compliance with Federal Laws: Adheres to Kari's Law, RAY BAUM's Act, and the emerging Alyssa's Law.

Interactive Floor Plans: Available to first responders during emergencies for better navigation.

Cellular 911 Call Location Support: Provides longitude and latitude coordinates.

Mass Notification Capabilities: For both emergencies and non-emergencies, including building lockdown alerts.

Panic Buttons: Available on desk phones and virtually.

Student Information System Integration: Enhances emergency response for student safety.

Maximize Existing Safety Investments: Leverages current safety and security infrastructure.

Be the First to Know

The 911 HALO platform delivers immediate communication for 911 emergencies to the PSAP, school-requested Police Mobile Data Terminals, and the school and district officials listed in your School Security Plan. It connects precise caller location identification to building controls for existing door locks and surveillance systems, providing instant notifications when a 911 request is made.

911 HALO pinpoints an emergency's geographical location while concurrently notifying local authorities and on-site school personnel. It offers instant access to the caller's detailed area map and your school's floor plan, directing first responders to the nearest parking entrance to the emergency.

In the Moment Communications Saves Time

911 HALO provides Real-Time Situational Awareness with two-way communication between first responders and school officials across multiple platforms without requiring a mobile app. The connected building platform enables emergency response teams to manage crises effectively by offering bi-directional communication and controls, ensuring total situational awareness and in-the-moment communication.

Instantly Controls the Building's Security Systems

During an emergency, first responders can instantly control building security systems, cameras, telephones, doors, lights, strobes, and other systems. They gain access to building or room intercoms, monitoring, and paging for wide-area communication. Responders can text essential on-site personnel from their vehicle or mobile device, receiving real-time notifications via text, desktop, and mobile application.

Security Practices



Compliance

Kari's Law

- The system must allow direct access to 911 without any access codes.
- The system must provide on-site notification that the call has occurred and from what station.

RAY BAUM'S Act

- Any call to 9-1-1 must deliver a dispatchable location to the PSAP/ECC (Public Safety Answering Point/Emergency Communications Center).
- Any call to 9-1-1 must deliver a dispatchable location to on-site personnel.

Alyssa's Law

- All public elementary and secondary schools must install either panic alarms or alternative emergency mechanisms approved by The Department of Education.
- State law in NJ, FL, NY — Enacting in other states now.

Compliance with the Law

New Federal 911 calling laws require public and private sector organizations to furnish an internally provided Dispatchable Location to the Public Safety Answering Point (PSAP) when a 911 call is placed.

Relaying a general street address is no longer adequate. Information that includes the building floor and room or other relevant location information must be provided to assist first responders. Using IP-PBX Multi-Line Telephone Systems, GPS, geo-mapping, and geo-fencing technology, powerful location discovery and notification capabilities identify a 911 caller's location anywhere in your building or campus.

911 HALO supports 911 calling compliance with Kari's Law & RAY BAUM's ACT and supports the emerging Alyssa's Law.

SYGHT WATCH TOWER

Early threat discovery for brandished or concealed explosives, liquids, weapons, guns, knives, ammunition and other threats

ENTRY AND PERIMETER DETECTION SYSTEM * Future Release	
Security Alert Service (SAS)	Alert location with threat icon and live stream immediately sent to first responders, district officials via SMS Text with video link, door lock, audible and visible alarm, communication with threat.
Field of View	dynamic to cover full-body head to toe, left to right ±10° vertical, 360° horizontal
Frames Per Second	MMW Camera is 1 fps (2024); 7 fps (2025+)
Perimeter Diameter	30 m (100') per system, systems link and communicate to extend perimeter
Scan Distance	15 m (50') per system, systems link and communicate to extend scan distance
Threat Detection	5 cm object @ 2 m (6'), 10 cm object @ 5 m (16'), 20 cm object @ 10 m (32'), 40 cm object @ 20 m (65'), 60 cm object @ 30 m (100')
Transmit Frequency	No transmission; passive
Receiver Frequency	W-band Millimeter Wave
HD Camera w/ Machine Learning	1 per camera, tracks with camera with field of view
Security Policy Plan Support	A School Security Plan will be updated to list who receives alerts for each detection level
Service Monitoring	7 X 24 X 365 Network Operation
Call Center	Help is available by phone, text, email and web meeting
Onsite Installation	Certified onsite installers will implement each system for operation and cutover for each facility
RESPONSE AND DECISION SUPPORT INTEGRATIONS	
Live Stream	*Encoded for secure delivery of perpetrator to first responders and District authorities for Google, Apple or Microsoft OS devices
Stream Latency	*Sub-second latency
Stream Recording	Real time cloud recording for secure access and playback available
Identity Management	Optional real-time reporting for who is in the building in the event of a lockdown or security breach
TECHNICAL SPECIFICATIONS	
Dimensions	42" h, 26" diameter
Pillar Height	TBD - based on field trials
Weight	50 lbs
Mounting	Pole mount, pillar and wheeled options
Power Supply	POE (48 V, 2 A), AC (110V, 1 A or 220 V, 0.5 A)
Max. Power Consumption	100 W
Power Method	AC or POE
Supported Voltage Range	48 V, 110 V, 220 V
Networking Interface	100/1000 Ethernet Port, WiFi, 5G
Dome Characteristics	RF Transparent
Wind Loading	> 10,000 ft-lbs. with 1.28 gust
Wind Survivability	100 mph
Operating Temperature & Humidity	-30C TO +55C, 90% Non condensing
Certifications	CE, FCC, IP67, ONVIF
CAMERA SPECIFICATIONS	
Recording	200 x 400 MP4 for MMW, HD for visible light
Recording Formats	MP4, HD, ONVIF
Night Vision	Yes
Night Vision Distance	2.5" object @ 5ft, 5" object @ 13 ft, 10" object at 25 ft, 20" object @ 50', 40" object @ 100'
Night Vision Type	millimeter wave
NETWORK & COMMUNICATION	
Connectivity Technology	Wired Network (RJ-45), WiFi
Remote Management	Yes
PHYSICAL CHARACTERISTICS	
Product Color	Urban Gray or Black
Mount Type	Pole Mount, Corner Mount, Pendant Mount, Wall Mount, Ceiling Mount, Bracket Mount
Durability	Rain - Snow - Weather - Rain - Impact resistant
MISCELLANEOUS	
Features	Shock Detection, Motion Detection, Tampering Alarm (audible/visual display) Subject Temperature
Future Options	Watch Tower Drone Integration Watch Tower Display Watch Tower OLED display Watch Tower School logo panel Communication Protocols for different audiences Additional HD cameras for situational awareness Mobility package (directed or autonomous movement) Facial Recognition/Identification Detector Package (Chemical, Sound, Keyword detection, Panic/Fire Alarm, Motion)
DISCLAIMER*	Actual specifications will vary with product development

SYGHT GATEWAY

Early threat discovery for brandished or concealed explosives, liquids, weapons, guns, knives, ammunition and other threats

ENTRY DETECTION SYSTEM * Future Release	
Security Alert Service (SAS)	Alert location with threat icon and live stream immediately sent to first responders, district officials via SMS Text with video link, door lock, audible and visible alarm, communication with threat.
Breach Detection Level I	*Discovery for vaporizers (inhalation device), e-cigs, mods, pod mods ** Enabled by 3rd party device
Breach Detection Level II	*Discovery for alcohol, cannabis, THC, narcotics, cocaine, opioids etc ** Enabled by 3rd party device
Breach Detection Level III	Immediate discovery for concealed and brandished threats
Field of View	dynamic to cover full-body head to toe, principal image and reflections left to right
Frames Per Second	MMW Camera is 1 fps (2024); 7 fps (2025+)
Scan Distance	2 - 5 m (6' - 16') portal
Threat Detection	5 cm object @ 2 m (6'), 10 cm object @ 5 m (16')
Transmit Frequency	Passive
Receiver Frequency	W-band Millimeter Wave
HD Camera w/ Machine Learning	1 per camera, tracks with camera field of view
Security Policy Plan Support	A School Security Plan will be created to determine who receives alerts for each detection level
Service Monitoring	7 X 24 X 365 Network Operation
Call Center	Help is available by phone, text, email and web meeting
Onsite Installation	Certified onsite installers will implement each system for operation and cutover for each facility
RESPONSE AND DECISION SUPPORT INTEGRATIONS	
Live Stream	Encoded for secure delivery of perpetrator to first responders and District authorities for Google, Apple or Microsoft OS devices
Stream Latency	Sub-second latency
Stream Recording	Real time cloud recording for secure access and playback available
Identity Management	Optional real-time reporting for who is in the building in the event of a lockdown or security breach
TECHNICAL SPECIFICATIONS	
Dimensions	42" h, 26" diameter
Weight	3 reflective wall panels, 4 ft x 7 ft
Mounting	50 lbs
Power Supply	Ground mount or portable
Max. Power Consumption	POE (48 V, 2 A), AC (110V, 1 A or 220 V, 0.5 A)
Power Method	100 W
Supported Voltage Range	AC or POE
Networking Interface	48 V, 110 V, 220 V
Characteristics	100/1000 Ethernet Port, WiFi, 5G
Wind Loading	RF Transparent
Wind Survivability	NA - indoor unit
Operating Temperature & Humidity	NA - indoor unit
Certifications	-30C TO +55C, 90% Non condensing CE, FCC, IP55, ONVIF
CAMERA SPECIFICATIONS	
Recording	200 x 400 MP4 for MMW, HD for visible light
Recording Formats	MP4, HD, ONVIF
Night Vision	NA - indoor unit
Night Vision Distance	NA - indoor unit
Night Vision Type	millimeter wave
NETWORK & COMMUNICATION	
Connectivity Technology	Wired Network (RJ-45), WiFi, 5G
Remote Management	Yes
PHYSICAL CHARACTERISTICS	
Product Color	Urban Gray
Mount Type	Pole Mount, Corner Mount, Pendant Mount, Wall Mount, Ceiling Mount, Bracket Mount
Durability	Rain - Snow - Weather - Rain - Impact Resistant
MISCELLANEOUS	
Features	Shock Detection, Motion Detection, Tampering Alarm
Future Options	Detector Package (Chemical, Sound, Keyword detection, Panic/Fire Alarm, Motion)
	Display
	OLED display
	School logo panel
	Communication Protocols for different audiences
	Facial Recognition/Identification
	Additional HD cameras for situational awareness
DISCLAIMER*	
Actual specifications will vary with product development	

SYGHT EDGE

Approaching Person Discovery and Anomaly Detection

PERIMETER DETECTION SYSTEM * Future Release	
Security Alert Service (SAS)	Location and movement vector, anomaly data, also facial and other identifying characteristics, sent to Watch Towers and VMS
Field of View	±5 cone, 360 (via gimbal or periscope)
Samples Per Second	25,000
Perimeter Diameter	100 m per system, systems link and communicate to extend perimeter
Scan Distance	50 m per system, systems link and communicate to extend scan distance
Threat Detection	anomaly detection
Transmit Frequency	Active 76 - 81 GHz
Receiver Frequency	76 - 81 GHz
HD Camera w/ Machine Learning	1 per camera, tracks with camera field of view
Security Policy Plan Support	A School Security Plan will be updated to list who receives alerts for each detection level
Service Monitoring	7 X 24 X 365 Network Operation
Call Center	Help is available by phone, text, email and web meeting
Onsite Installation	Certified onsite installers will implement each system for operation and cutover for each facility
RESPONSE AND DECISION SUPPORT INTEGRATIONS	
Live Stream	*Encoded for secure delivery of perpetrator to first responders and District authorities for Google, Apple or Microsoft OS devices
Stream Latency	*Sub-second latency
Stream Recording	Real time cloud recording for secure access and playback available
Identity Management	Optional real-time reporting for who is in the building in the event of a lockdown or security breach
TECHNICAL SPECIFICATIONS	
Dimensions	12" high, 20" diameter
Weight	25 lb
Mounting	pole mount, pillar options
Power Supply	POE (48 V, 4 A), AC (110V, 2 A or 220 V, 1 A)
Max. Power Consumption	200 W
Power Method	AC or POE
Supported Voltage Range	48 V, 110 V, 220 V
Networking Interface	100/1000 Ethernet Port
Dome Characteristics	RF Transparent
Wind Loading	> 10,000 ft-lbs. with 1.28 gust
Wind Survivability	100 mph
Operating Temperature & Humidity	-30C TO +55C, 90% Non condensing
Certifications	CE, FCC, IP67
CAMERA SPECIFICATIONS	
Recording	Proprietary for radar, HD for visible light
Recording Formats	HD, Open Network Video Interface - supporting security cameras to interoperate (ONVI)
Night Vision	Optical camera only; no night vision
Night Vision Distance	n/a
Night Vision Type	n/a
NETWORK & COMMUNICATION	
Connectivity Technology	Wired Network (RJ-45), WIFI, 5G
Remote Management	Yes
PHYSICAL CHARACTERISTICS	
Product Color	Urban Gray or Black
Mount Type	Pole Mount, Corner Mount, Pendant Mount, Wall Mount, Ceiling Mount, Bracket Mount
Durability	Rain - Snow - Weather - Rain - Impact Resistant
MISCELLANEOUS	
Features	Shock Detection, Motion Detection, Tampering Alarm
Options	Additional HD cameras for situational awareness
DISCLAIMER*	Actual specifications will vary with product development

SYGHT WAND

Hand-held proximity sensor for metallic and non-metallic items, such as concealed explosives, liquids, weapons, guns, knives, ammunition and other threats

PROXIMITY SENSOR SYSTEM * Future Release	
Security Alert Service (SAS)	Audible and Visible Alert when concealed object detected
Field of View	manual
Scan Distance	3 m (10')
Threat Detection	3 m (10')
Transmit Frequency	W-band Millimeter Wave
Receiver Frequency	W-band Millimeter Wave
Visible Light Camera	low-res camera to aid pointing
Security Policy Plan Support	A School Security Plan will be updated to list who receives alerts for each detection level
Service Monitoring	7 X 24 X 365 Network Operation
Call Center	Help is available by phone, text, email and web meeting
Onsite Installation	Certified installers will implement each system for operation and cutover for each facility
RESPONSE AND DECISION SUPPORT INTEGRATIONS	
Live Stream	*Encoded for secure delivery of perpetrator to first responders and District authorities for Google, Apple or Microsoft OS devices
Stream Recording	*Sub-second latency
Identity Management	Real time cloud recording for secure access and playback available
	Optional real-time reporting for who is in the building in the event of a lockdown or security breach
TECHNICAL SPECIFICATIONS	
Dimensions	6 " diameter, 4" deep
Weight	5 lbs
Mounting	none
Power Supply	battery
Max. Power Consumption	5 W
Power Method	battery
Supported Voltage Range	12 V
Operating Temperature & Humidity	-30C TO +55C, 90% Non condensing
Certifications	CE, FCC, IP67
CAMERA SPECIFICATIONS	
Recording	none
Recording Formats	n/a
Night Vision	works at night, but does not image
Night Vision Distance	3 m
Night Vision Type	
NETWORK & COMMUNICATION	
Connectivity Technology	WiFi or 5G
Remote Management	Yes
PHYSICAL CHARACTERISTICS	
Product Color	Urban Gray or Black
Mount Type	NA
Durability	Rain - Snow - Weather - Impact - Resistant
MISCELLANEOUS	
Features	Tampering Alarm
Options	Detector Package (Chemical, Sound, Keyword detection, Panic/Fire Alarm, Motion)
DISCLAIMER*	Actual specifications will vary with product development

SAS HALO

SAS HALO Announces Partnership to Enhance School Safety Across the Nation

SAS HALO, a provider of comprehensive security solutions for US schools, has selected Syght's technology for early threat detection to enhance its Security Alert Service for schools nationwide. This partnership underscores a shared commitment to creating safer learning environments and protecting the well-being of everyone on campus.

Syght, a leader in passive early threat detection technology, is proud to announce a groundbreaking partnership with SAS HALO, granting them exclusive access to Syght's innovative WatchTower and Gateway solutions for the national education market. This collaboration aims to significantly enhance the safety and security of students, teachers, and staff in schools across the country.

Syght's advanced early threat detection system is designed to identify potential threats, including concealed weapons, ensuring timely intervention and prevention. By leveraging cutting-edge technology, Syght provides a suite of seamless, passive and non-intrusive solutions.

The first solution, Syght WatchTower scans at the perimeter allowing customers an opportunity to detect threats before the perpetrator knows they've been discovered. The second solution, Syght Gateway, scans at facility entryways as part of existing or new layered security solution to further safeguard educational environments without impact to the daily routines of students and educators.

"We are excited to partner with Syght to bring their state-of-the-art threat detection technology to the educational sector," said Brian Talbott, Chairman and President of SAS HALO. "Our mission is to create safe teaching and learning environments, and with Syght's innovative technology integrated into SAS HALO's security solutions, we can proactively address potential threats, ensuring that schools remain safe places for education."

SAS HALO brings extensive expertise in security and safety, ensuring that the implementation of Syght's technology is both effective and efficient. Their comprehensive approach to school safety includes integration with existing security measures, providing a layered defense strategy that enhances overall protection. SAS HALO also offers extensive expertise in working within the education community.

"At Syght, we are dedicated to innovating safety solutions that preemptively address threats and create secure spaces for learning and growth," said Kevin Magenis, CEO of Syght.

“Partnering with SAS HALO allows us to extend our vision, mission, and goals by ensuring that our technology is accessible to schools across the nation, providing peace of mind to parents, students, and educators alike.”

For more information about Syght’s early threat detection technology and the partnership with SAS HALO, please visit SAS HALO’s website, SASHALO.com

About SAS HALO

SAS HALO is a leading provider of comprehensive security solutions, specializing in creating safe environments for educational institutions. With a focus on integrating cutting-edge technology and best practices, SAS HALO is committed to protecting students, teachers, and staff across the nation.

About Syght

Syght is a pioneering company dedicated to developing advanced early threat detection solutions. Their technology is designed to identify and mitigate concealed threats in various environments, ensuring safety and security through innovation and proactive measures.

SAS HALO Named Exclusive Partner with Winegard for Education Market announces availability of Starlink Service Plans

Bloomington, MN – SAS HALO, a trailblazer in comprehensive security solutions, has proudly announced its exclusive partnership with Winegard, an Authorized Starlink Reseller and leading provider of innovative connectivity solutions. This strategic collaboration marks a significant milestone for the education sector, as SAS HALO introduces the groundbreaking Starlink Service Plans tailored specifically for delivering satellite Internet access to educational institutions.

As the exclusive partner for Winegard for the education market, SAS HALO will leverage Winegard's seventy years of cutting-edge RF and satellite technology and expertise to offer Starlink to schools and educational facilities across the nation. This plan aims to address the unique connectivity needs of educational institutions, accepting purchase orders, friendly technical support and providing reliable internet access. In addition to Internet access, we will also provide seamless integration with SAS HALO's comprehensive security solutions.

"SAS HALO is excited to partner exclusively with Winegard and their relationship with Starlink to bring unparalleled connectivity solutions to schools," said Pat Blew, CFO at SAS HALO. "By combining Winegard's innovative technology with our expertise in security solutions, we are empowering educational institutions to enhance safety and connectivity for students and faculty members alike."

Starlink offers flexible data options and high-performance internet access, ensuring that schools can meet the demands of online learning and administrative tasks. With SAS HALO's support, educational institutions can expect seamless integration and reliable connectivity, enabling a smooth transition to digital learning environments.

"We are thrilled to partner with SAS HALO to support the education sector with reliable connectivity solutions from Starlink," said Grant Whipple, President and COO at Winegard. "Our partnership with SAS HALO represents a significant step forward in providing cutting-edge connectivity to schools, empowering them to deliver high-quality education in today's digital age."

For more information about SAS HALO's exclusive partnership with Winegard and Starlink for educational institutions, please contact Pat Blew at pblew@sashalo.com or visit sashalo.com.

About SAS HALO:

SAS HALO is a leading provider of comprehensive security solutions, dedicated to keeping educational institutions safe. With a focus on innovation and customer satisfaction, SAS HALO

offers a range of security services, including threat detection, communication systems, and project management support.

About Winegard:

Winegard is a trusted provider of innovative connectivity solutions, specializing in cutting-edge technology for reliable internet access. With a commitment to excellence and customer satisfaction, Winegard delivers high-performance connectivity solutions, and first class technical support to clients across various industries.

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SAS HALO

SAS HALO Announces Partnership with Manada for National Installation, Maintenance, and Support of SAS HALO's Integrated School Security Solutions

SAS HALO, a leader in comprehensive security solutions for educational institutions, is pleased to announce a strategic partnership with Manada for the national installation, ongoing onsite maintenance, and support of its groundbreaking Early Threat Detection offering. This collaboration provides the enhanced safety of students, teachers, and staff in schools across the country.

The SAS HALO security system utilizes Syght's advanced threat detection technology, which is designed to identify and mitigate potential threats before they escalate, providing a secure environment for teaching and learning. This partnership with Manada provides experienced professionals, guaranteeing optimal performance and reliability.

"SAS HALO is committed to creating safe and secure educational environments," said Pat Blew, CFO of SAS HALO. "Partnering with Manada allows us to leverage their extensive expertise in installation and support services, ensuring that our offering, powered by Syght's technology, is effectively implemented and maintained in schools nationwide."

Manada, a distinguished provider of technical installation and support services, brings a wealth of experience and a proven track record in managing large-scale security projects. Their nationwide network of skilled technicians will provide seamless installation and ongoing maintenance, ensuring that the SAS HALO security system operates at peak efficiency and continues to safeguard school communities.

"We are excited to collaborate with SAS HALO to enhance school safety through our comprehensive installation and maintenance services," said a senior executive of Manada. "Our team is dedicated to ensuring that the SAS HALO system is not only installed to the highest standards but also receives the ongoing support needed to keep it functioning optimally."

The partnership between SAS HALO and Manada underscores a joint commitment to proactive school safety measures. By combining SAS HALO's integrated security system using Syght's innovative technology, with Manada's installation and support capabilities, this initiative aims to create a robust and reliable security infrastructure for educational institutions across the nation.

Key components of this partnership include:

- **National Installation:** Manada will oversee the comprehensive installation of the "HALO" perimeter security system in schools, ensuring proper integration with existing safety measures.
- **Ongoing Maintenance:** Regular maintenance and updates will be provided to keep the system running smoothly and address any issues promptly.

- 24/7 Support: Dedicated support services will be available around the clock to assist with any technical challenges and ensure continuous protection.

For more information about SAS HALO's integrated security system and the partnership with Manada, please visit <https://sashalo.com> and <https://www.manadatech.com>

About SAS HALO

SAS HALO specializes in providing comprehensive security solutions for educational institutions. Their mission is to create safe learning environments through the integration of advanced technology and best practices, ensuring the safety and well-being of students, teachers, and staff.

About Manada

Manada is a leading provider of technical installation and support services, known for their expertise in managing complex security systems. With a nationwide network of skilled technicians, Manada is dedicated to delivering reliable and efficient service to their clients.



SAS HALO Named Exclusive Partner with Winegard for Education Market announces availability of Starlink Service Plans

Bloomington, MN – SAS HALO, a trailblazer in comprehensive security solutions, has proudly announced its exclusive partnership with Winegard, an Authorized Starlink Reseller and leading provider of innovative connectivity solutions. This strategic collaboration marks a significant milestone for the education sector, as SAS HALO introduces the groundbreaking Starlink Service Plans tailored specifically for delivering satellite Internet access to educational institutions.

As the exclusive partner for Winegard for the education market, SAS HALO will leverage Winegard's seventy years of cutting-edge RF and satellite technology and expertise to offer Starlink to schools and educational facilities across the nation. This plan aims to address the unique connectivity needs of educational institutions, accepting purchase orders, friendly technical support and providing reliable internet access. In addition to Internet access, we will also provide seamless integration with SAS HALO's comprehensive security solutions.

"SAS HALO is excited to partner exclusively with Winegard and their relationship with Starlink to bring unparalleled connectivity solutions to schools," said Pat Blew, CFO at SAS HALO. "By combining Winegard's innovative technology with our expertise in security solutions, we are empowering educational institutions to enhance safety and connectivity for students and faculty members alike."

Starlink offers flexible data options and high-performance internet access, ensuring that schools can meet the demands of online learning and administrative tasks. With SAS HALO's support, educational institutions can expect seamless integration and reliable connectivity, enabling a smooth transition to digital learning environments.

"We are thrilled to partner with SAS HALO to support the education sector with reliable connectivity solutions from Starlink," said Grant Whipple, President and COO at Winegard. "Our partnership with SAS HALO represents a significant step forward in providing cutting-edge connectivity to schools, empowering them to deliver high-quality education in today's digital age."

For more information about SAS HALO's exclusive partnership with Winegard and Starlink for educational institutions, please contact Pat Blew at pblew@sashalo.com or visit sashalo.com.

About SAS HALO:

SAS HALO is a leading provider of comprehensive security solutions, dedicated to keeping educational institutions safe. With a focus on innovation and customer satisfaction, SAS HALO offers a range of security services, including threat detection, communication systems, and project management support.

About Winegard:

Winegard is a trusted provider of innovative connectivity solutions, specializing in cutting-edge technology for reliable internet access. With a commitment to excellence and customer satisfaction, Winegard delivers high-performance connectivity solutions, and first-class technical support to clients across various industries.

SAS HALO

SAS HALO and 911 Inform Partner to Enhance School Safety by combining Innovative Crisis Communication and Emergency Response Solutions with Early Threat Detection

SAS HALO, a leader in comprehensive security solutions for educational institutions, is excited to announce a strategic agreement with 911 Inform. This collaboration will integrate 911 Inform's cutting-edge crisis communication and emergency response software with Syght's security technology for early detection of concealed threats, creating the exclusive 911 HALO solution, powered by 911 Inform.

This partnership brings together the best of both worlds: 911 Inform's advanced software capabilities and Syght's state-of-the-art security technology, which detects concealed weapons. The result is a comprehensive school safety solution designed to optimize crisis communication, enhance emergency response, and provide early threat detection, ensuring the safety and security of students, teachers, and staff.

"The 911 HALO solution represents a significant leap forward in school safety," said Pat Blew, CFO at SAS HALO. "By combining 911 Inform's game-changing software with Syght's early threat detection technology, we are providing schools with a robust, integrated security system that enhances both prevention and response capabilities."

Key features of the 911 HALO solution include:

- **Early Threat Detection:** Utilizing Syght's passive radar technology to identify concealed threats before they escalate.
- **Enhanced Crisis Communication:** 911 Inform's software enables seamless communication during emergencies, providing real-time information and coordination with first responders.
- **Optimized Emergency Response:** Comprehensive tools to streamline and improve response times and actions during critical incidents.
- **Exclusive Integration:** The combined capabilities of 911 Inform and Syght technologies, exclusively labeled as 911 HALO tailored specifically for school environments.

"Our partnership with SAS HALO allows us to extend our crisis communication and emergency response solutions into the educational sector, where they are critically needed," said a senior executive from 911 Inform. "The 911 HALO solution is designed to provide schools with the tools they need to manage and respond to emergencies effectively, ensuring the safety of their school communities."

This strategic agreement underscores a shared commitment to enhancing school safety through innovative technology and comprehensive solutions. The 911 HALO system will be implemented and supported by SAS HALO's extensive design, onsite installation, and support network, ensuring that schools receive the highest level of service and protection.

For more information about the 911 HALO solution and the partnership between SAS HALO and 911 Inform, please visit <https://sashalo.com> and <https://inform.911inform.com/>.

About SAS HALO

SAS HALO specializes in providing comprehensive security solutions for educational institutions. Their mission is to create safe learning environments through the integration of advanced technology and best practices, ensuring the safety and well-being of students, teachers, and staff.

About Syght

Syght is a pioneering company dedicated to developing advanced passive early threat detection solutions. Their technology is designed to identify and mitigate potential threats in various environments, ensuring safety and security through innovation and proactive measures.

SAS HALO

SAS HALO Announces Strategic Partnership with Geospan to Revolutionize Early Threat Detection Design and Implementation for schools

SAS HALO, a leading provider of comprehensive security solutions for educational institutions, is thrilled to announce a strategic partnership with Geospan, a pioneer in four-dimensional technology. This collaboration will enhance the design and implementation of SAS HALO's perimeter security systems, ensuring the safety of students, teachers, and staff across the nation.

Geospan's patented four-dimensional technology allows for the rapid creation of customized school campus designs for SAS HALO's integrated, security systems with early threat detection of concealed weapons. This innovative approach will significantly streamline the design process, to provide precise and efficient security layouts tailored to the unique needs of each educational institution nationwide.

"Our partnership with Geospan marks a significant advancement in our mission to create safer learning environments," said Pat Blew, CFO at SAS HALO. "By leveraging Geospan's cutting-edge technology, we can design and implement our school security systems more efficiently and effectively, ensuring optimal protection for schools across the country."

Geospan's technology will generate detailed, site-specific security designs that integrate seamlessly with SAS HALO's advanced threat detection solutions. Utilizing Geospan's API, these design details will be directly communicated to SAS HALO for final approval and to Manada, SAS HALO's installation partner, to ensure precise and timely implementation.

"We are excited to collaborate with SAS HALO to enhance school safety through our advanced four-dimensional technology," said a senior executive of Geospan. "Our technology is capable of rapidly producing detailed security designs that address the unique challenges of each school campus, facilitating a seamless transition from design to installation."

Key aspects of this partnership include:

- **Rapid Design Capability:** Geospan's technology can rapidly produce customized SAS HALO security designs, accelerating the deployment process.
- **Seamless Integration:** Design details generated by Geospan will be directly transmitted to SAS HALO and Manada via API, ensuring smooth and accurate installation.
- **Comprehensive Protection:** The combined expertise of SAS HALO, Geospan, and Manada will provide a robust and reliable security solution for educational institutions nationwide.

Manada will oversee the national installation of these customized security systems, ensuring that each design is implemented to the highest standards. Their ongoing maintenance and support services will ensure that the HALO systems remain effective and operational, providing continuous protection for school communities.

"The integration of Geospan's design technology with our installation processes represents a significant enhancement in our ability to deliver effective security solutions nationwide," said [Executive's Name], [Title] of Manada. "This partnership enables us to implement SAS HALO's fully integrated security systems with greater precision and efficiency, ensuring the safety of students, teachers, and staff."

For more information about SAS HALO's partnership with Geospan and the innovative school safety solutions they offer, please visit [SAS HALO's website], [Geospan's website], and [Manada's website].

About SAS HALO

SAS HALO specializes in providing comprehensive fully integrated security solutions for educational institutions. Their mission is to create safe learning environments through the integration of advanced technology and best practices, ensuring the safety and well-being of students, teachers, and staff.

About Geospan

Geospan is a leading technology company specializing in four-dimensional design and mapping solutions. Their patented technology enables rapid and precise creation of customized security layouts, enhancing safety and operational efficiency.

About Manada

Manada is a leading provider of technical installation and support services, known for their expertise in managing complex installations and onsite services. With a nationwide network of skilled technicians, Manada is dedicated to delivering reliable and efficient service to their clients.

	AMOUNT	DATE	PURPOSE
National Science Foundation SBIR Phase I	\$225K	Nov. 2017	First ever Spatial Light Modulator (SLM)
National Science Foundation SBIR Phase II	\$725K	July 2019	SLM Refinement and Development
Dept of Homeland Security SBIR Phase II	\$850K	Oct. 2019	Camera Development
Dept. of Defense SBIR Phase 1	\$167K	Jan. 2022	Detector Development
Colorado Economic Development	\$250k	May 2022	Advanced Industries Development
<u>xTech Detect (US Army)</u>	\$40k	Aug. 2022	Competition Award
Northrop Grumman	Partnership	Dec. 2022	Syght is part of NCC's 2023 Technology Accelerator Program
Dept. of Defense SBIR Phase 2	\$1.1M	Jan. 2023	IED Detection System
TOTAL	\$3.4M		

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	BT
2. Termination for Cause of Convenience	Yes, I agree	BT
3. Equal Employment Opportunity	Yes, I agree	BT
4. Davis-Bacon Act	Yes, I agree	BT
5. Contract Work Hours and Safety Standards Act	Yes, I agree	BT
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	BT
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	BT
8. Debarment and Suspension	Yes, I agree	BT
9. Byrd Anti-Lobbying Amendment	Yes, I agree	BT
10. Procurement of Recovered Materials	Yes, I agree	BT
11. Profit as a Separate Element of Price	Yes, I agree	BT
12. General Compliance with Participating Agencies	Yes, I agree	BT
13. Governing Law; Forum Selection.	Yes, I agree	BT

SAS HALO, Inc.

Name of Business



Signature of Authorized Representative

Brian L Talbott

Printed Name

September 12, 2024

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Brian L Talbott

8200 Kingslee Rd

Authorized Representative (Please print or type)

Mailing Address

Chariman & President

Bloomington, MN 55438-1253

Title (Please print or type)

City, State, Zip



September 12, 2024

Signature of Authorized Representative

Date




Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	SAS HALO, Inc.	Date	September 12, 2024
Address	8200 Kingslee Rd	City, State Zip	Bloomington, MN 55438-1253
Contact Person	Brian L Talbott	Title	Chairman & President
Authorized Signature		Title	Chairman & President
Email	btlbott@sashalo.com	Phone	509-994-0100

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	3/1/2025	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire (<i>Respondent must submit documents in the required title/format</i>)	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – <i>Name of Responding Company</i>	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – <i>Name of Responding Company</i> Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – <i>Name of Responding Company</i>	Excel Workbook	Required.
	Price List and/or Catalog – <i>Name of Responding Company</i>	Upload PDF	Required.
	Exhibit A – Marketing Plan – <i>Name of Responding Company</i>	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Agree to Solicitation Checklist, September 12, 2024

BT

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Outdoor Drone Safety

- Follow local drone rules and regulations
- Create a safe flying environment
 - Choose an open flying zone and never fly above or around people or moving ground or air vehicles.
- Configure your drone
 - Properly set altitude, safety perimeter
- Follow your pre-flight checklist
 - Ensure your drone is damage free and ready to fly

AEPA RFP 025-E SECURITY SOLUTIONS

Exhibit A Marketing Plan

In partnership with AEPA Agencies, School Specialty will seek to inform members of the wide range of Safety & Security products available to them through SSL and the benefits of purchasing through AEPA Member Agencies. This plan will consist of, but not be limited to, the points outlined in this document. School Specialty's Contract Team and Marketing personnel will work closely with AEPA Agencies to:

- Review and refine marketing initiatives with individual agencies throughout the cycle of the contract to better serve the need of both entities.
- Goals:
 - To inform existing AEPA members of the newly awarded contract.
 - To increase School Specialty product offering among current AEPA Members/SSL members to increase account penetration.
 - To inform and secure new AEPA members where strategically appropriate.
- Tactics:
 - Update existing School Specialty AEPA landing page with new contract information: select.schoolspecialty.com/aeapa-co-op
 - Updating existing School Specialty AEPA comprehensive brochure and adjacent marketing collateral with new contract information.
 - Create new School Specialty Sales Representative email template with AEPA contract information that can be utilized by SSL sellers.
 - Award Announcement Email Campaign – A series of emails to SSL customers with new contract information and features & benefits of the contract highlighting the depth and breadth of SSL's offering under contract.
 - Corresponding email dynamic copy block on existing SSL Audience Emails.
- Training
 - School Specialty will provide on-going training to our sales personnel on the new contract via several different vehicles:
 - The SSL Contracts Team will provide initial training on the bi-monthly Sales Weekly News & Training calls provided internally at SSL.
 - Regional Team Meetings.
 - Updated On-demand internal SSL training on AEPA and the new/existing contracts.
- On-going Marketing
 - School Specialty Marketing and Contract personnel will continue to work with AEPA Member Agency personnel to identify opportunities throughout the term of the contract to promote the contract and/or specifically contracted products. This may include, but not be limited to case studies, collateral pieces, presentations, promotions, etc.

PLEASE NOTE: School Specialty has a robust omni-channel marketing department. However, as a company we have determined that advertising in trade publications is not part of our overall go-to-market strategy.

School Specialty attends trade shows on a limited case-by-case basis. Attendance and participation in larger, national trade shows would be part of ongoing, strategic discussions.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
870-087-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON, NJ 08611

TRADING NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
01072

ISSUANCE DATE:
07/14/04

ACTING DIRECTOR

The Certificate is NOT valid if the information is not be contemporaneously displayed at above address

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
2004E014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract: Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.

Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contract.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period.”

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity’s responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county,
 - o of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☒ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☒ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "**NO**" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

- a. Click on "Employee Information Report"
- b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm School Specialty, LLC

Address W6316 Design Drive

City, State, Zip Greenville, WI 54942-8404

Name of Authorized Agent Sarah Peterson Title Director - Bids & Contracts

SIGNATURE  Date 9/9/2024

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company	<u>School Specialty, LLC</u>	Name	<u>Sarah Peterson</u>
Signature		Title	<u>Director - Bids & Contracts</u>
Date:	<u>9/9/2024</u>		

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company School Specialty, LLC

Name of Authorized Representative Sarah Peterson, Director Bids & Contracts

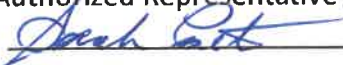
Signature  Date 9/9/2024

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company School Specialty, LLC

Name Sarah Peterson

Signature 

Title Director - Bids & Contracts

Date: _____

Form AA-302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/publications/2020/e1r.pdf

SECTION A - COMPANY IDENTIFICATION															
1. FED. NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER				3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY									
4. COMPANY NAME															
5. STREET		CITY		COUNTY		STATE		ZIP CODE							
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)				CITY		STATE		ZIP CODE							
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER															
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ															
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT															
10. PUBLIC AGENCY AWARDED CONTRACT		CITY		COUNTY		STATE		ZIP CODE							
Official Use Only		DATE RECEIVED		INAG. DATE		ASSIGNED CERTIFICATION NUMBER									
SECTION B - EMPLOYMENT DATA															
11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT A NEGATIVE REPORT.															
JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY TYPE BREAKDOWN											
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE ***** BLACK HISPANIC AMER. INDIAN ASIAN PAC. ISL. AM. NAT. BORN											
Officials/Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operations (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL															
Total employment from previous Report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														
12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify):				14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>				11. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR							
13. DATES OF PAYROLL PERIOD USED From: To:															
SECTION C - SIGNATURE AND IDENTIFICATION															
16. NAME OF PERSON COMPLETING FORM (Print or Type)				SIGNATURE				TITLE				DATE MO. DAY YEAR			
17. ADDRESS NO. & STREET				CITY		COUNTY		STATE		ZIP CODE		PHONE (AREA CODE, NO. EXTENSION)			

To download the AA-302 form, click this link:

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned

by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is _____ Number. not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that School Specialty, LLC (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that School Specialty, LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Sarah Peterson

Signature  Title Director - Bids & Contracts

Business Entity School Specialty, LLC

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

P.L. 2005, c. 271

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any

office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include,
but not be limited to:

- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or
Entity

School Specialty, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES** **BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

<input checked="checked" type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
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CONTRACT AMENDMENTS AND EXTENSIONS

<input checked="checked" type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
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IF UNABLE TO CERTIFY

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
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Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.


You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Sarah Peterson	Title	Director - Bids & Contracts
Signature		Date	9/9/2024

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ Wisconsin
Specify, of other _____

COUNTY OF Outagamie

I, Sarah Peterson of the (City, Town, Borough)
of Greenville State of Wisconsin of full age,

being duly sworn according to law on my oath depose and say that:

I am Director - Bids & Contracts of the firm
of School Specialty, LLC the Bidder

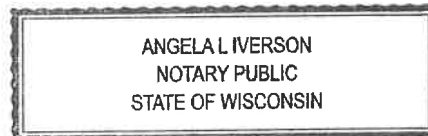
making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.


Name of Contractor: School Specialty, LLC
(Company Name)

By: 
(Signature of authorized representative)

Subscribed and sworn to before me

This 9 day of September, 20 24




(Seal) Notary Public of New Jersey/
Specify Other State Wisconsin

My Commission expires 1/21 20 28

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: School Specialty, LLC

Organization Address: W6316 Design Drive

City, State, ZIP: Greenville

Part I Check the box that represents the type of business organization:

- ☒ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☒ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☒ Partnership ☒ Limited Partnership ☒ Limited Liability Partnership (LLP)
- ☒ Other (be specific): _____

Part II Check the appropriate box

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Please see attached list	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://corporate.schoolspecialty.com/	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Sarah Peterson	Title:	Director - Bids & Contracts
Signature:		Date:	9/9/2024

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.


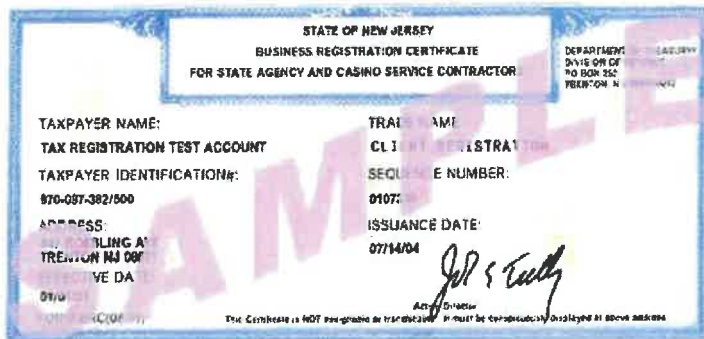
Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112813533	

RETURN PRIOR TO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract: Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (<https://www.state.nj.us/treasury/revenue/debarment/index.shtml>).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.

Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contract.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.


APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company	<u>School Specialty, LLC</u>	Name	<u>Sarah Peterson</u>
Signature		Title	<u>Director - Bids & Contracts</u>

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company School Specialty, LLC

Name of Authorized Representative Sarah Peterson, Director Bids & Contracts

Signature  Date 9/9/2024

RETURN WITH BID

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271

Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that School Specialty, LLC (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that School Specialty, LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Sarah Peterson

Signature  Title Director - Bids & Contracts

Business Entity School Specialty, LLC

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee²
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

P.L. 2005, c. 271

² N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any

office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include,
but not be limited to:

- (3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

School Specialty, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Sarah Peterson	Title	Director - Bids & Contracts
Signature		Date	9/9/2024

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ Wisconsin
Specify, of other _____

COUNTY OF Outagamie

I, Sarah Peterson of the (City, Town, Borough)
of Greenville State of Wisconsin of full age,

being duly sworn according to law on my oath depose and say that:

I am Director - Bids & Contracts of the firm
of School Specialty, LLC the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

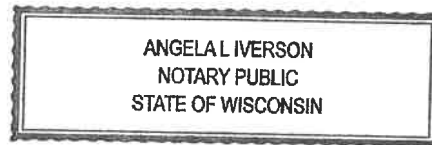
Name of Contractor: School Specialty, LLC
(Company Name)

By: 
(Signature of authorized representative)

Subscribed and sworn to before me

This 9 day of September, 2024


(Seal) Notary Public of ~~New Jersey~~ Wisconsin
Specify Other State _____



My Commission expires 1/21 2028

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: School Specialty, LLC

Organization Address: W6316 Design Drive

City, State, ZIP: Greenville, WI 54942-8404

Part I Check the box that represents the type of business organization:



Sole Proprietorship (skip Parts II and III, execute certification in Part IV)



Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)



For-Profit Corporation (any type)



Limited Liability Company (LLC)



Partnership



Limited Partnership



Limited Liability Partnership (LLP)



Other (be specific): _____

Part II Check the appropriate box



The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR



No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Please see attached list	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://corporate.schoolspecialty.com/	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

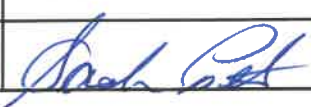
Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - [RETURN WITH BID](#)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Sarah Peterson	Title:	Director - Bids & Contracts
Signature:		Date:	9/9/2024

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. _____

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Tax Registration No. _____
Tax Effective Date **10-15-10**
Document Locator No. _____
Date Issued **10-14-10**

Michael J. Berg
Acting Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License



CONTRACTOR'S REGISTRATION EVIDENCE — "Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that *"No contractor shall bid on any contract for public work as defined in N.J.S.A. 34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. DPMC Prequalification-- Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds \$20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefore NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. Prequalification Affidavit--No Material Adverse Change

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification**--(For Contracts Exceeding \$20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.

Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts**--(For Contracts Exceeding \$20,000) - N.J.A.C. 17:19-2.13(a)

The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at https://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html <http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/>, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

- Affirmative Action Evidence – Construction type contracts
- Americans with Disabilities Act of 1990
- Assurance of Compliance
- Certificate of Authority
- Certifications and Licenses as applicable
- Contractor's Registration Certificate (Public Works)
- Disclosure of Investment Activities in Iran
- Equipment Certification
- Insurance Certificate as outlined in the bid specifications;
- New Jersey Business Registration Certificate
- New Jersey School Development Authority Prequalification
- Notice of Classification Form (DPMC)
- Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
- Prevailing Wages Compliance Certification
- Statement of Ownership (Ownership Disclosure Certification)
- Statement of Suspension or Debarment
- Subcontracting Assignments
- Sworn Contractor's Disclosure
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement – RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company School Specialty, LLC

Address W6316 Design Drive P.O. Box

City, State, Zip Code Greenville, WI 54942-8404

Name of Authorized Representative Sarah Peterson, Director Bids & Contracts

Signature  Date 9/9/2024

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS-continued

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company School Specialty, LLC

Signature 

Name Sarah Peterson

Title Director - Bids & Contracts

Sample-AA201

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD			
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER	
9. TRADE OR CRAFT				COUNTY		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>	
		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN	PROJECTED COMPLETION
		MALE	FEMALE	MALE	FEMALE	DATE	DATE
		J	AP	J	AP		
1. ASBESTOS WORKER							
2. BRICKLAYER OR MASON							
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER							
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER							
19. OTHER							
20. OTHER							

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE
CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) School Specialty, LLC owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.
or

B) _____ leases or controls all the necessary equipment as
required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company School Specialty, LLC

Authorized Agent Sarah Peterson

Title Director - Bids & Contracts

Authorized Signature 

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, Sarah Peterson of the City of Greenville
in the County of Outagamie and the State of Wisconsin

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am Director - Bids & Contracts (Position in Company), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

School Specialty, LLC (Name of Company) is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).
Type of Contract/Trade Classified: C105-SCHOOL FURNISHINGS

Classification Approved Amount \$ 1,400,000.00

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ 666,662 as of 9/6/2024 (Date).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The School Specialty, LLC (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

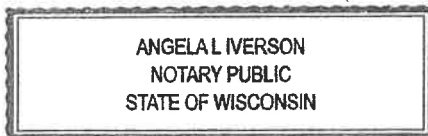
[Signature] 9/9/2024
Signature of Authorized Representative Date

Sworn and subscribed to before me this 9 day of September in the Year 2024

[Signature] Angela Iverson Notary Public of Wisconsin
Signature of Notary Print Name of Notary

My Commission Expires: January 21 2028
Month Day Year

SEAL



PREVAILING WAGES COMPLIANCE CERTIFICATION - [RETURN WITH BID](#)

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No X

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: School Specialty, LLC

Authorized Agent: Sarah Peterson

Title of Authorized Agent: Director - Bids & Contracts

Authorized Signature: 

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for N/A

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No _____

Authorized Agent _____ Title _____

Certification of Equipment

The School Specialty, LLC hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Sarah Peterson, Director Bids & Contracts

Authorized Agent (Print)—Bidder


Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM (Continued) - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder **must** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for **Other** N/A
Name of Subcontracting Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
E-Mail _____ FEIN No _____
Authorized Agent _____ Title _____

Certification of Equipment

The School Specialty, LLC hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Sarah Peterson, Director Bids & Contracts

Authorized Agent (Print)—Bidder



Signature of Authorized Agent—Bidder

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I Sarah Peterson the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company School Specialty, LLC

Name of Owner or Officer Sarah Peterson, Director Bids & Contracts

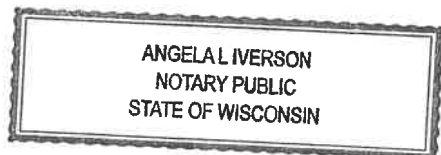
Signature of Owner or Officer 

Notarized before me this 9 day of September, 2024

 Angela L Iverson
NOTARY PUBLIC SIGNATURE Month Year
Print Name of Notary Public

My commission expires January 21 2028
Month Day Year

-SEAL-





RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:

TEL: (609) 943-3400

FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify

that the amount of uncompleted work on contracts is \$ 666,662

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



School Specialty, LLC

Name of Firm



Signature

Sarah Peterson, Director Bids & Contracts

Title

W6316 Design Drive Greenville, WI 54942-8404

Address

888-388-3224

Phone

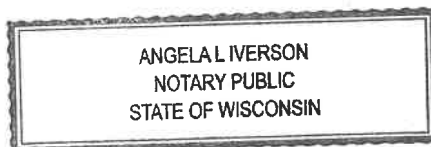
Sworn to and Subscribed before me

This day 9 of September 2024

Notary Public



DPMC 701 (3/15)



Vendor Contact Form - RETURN WITH BID


This page should be included in your electronic file in Word format
so that we can copy and paste into our website.
Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: SECURITY SOLUTIONS Bid # RFP 025-E
Vendor	School Specialty, LLC
Representative	Susan Secor
Address	W6316 Design Drive Greenville, WI 54942-8404
Telephone #	888-388-3224
Fax #	888-388-6344
Email	bidnotices@schoolspecialty.com
Website	www.schoolspecialty.com

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit Notarized and Sealed
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment Notarized & Sealed
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate **(Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature:  Sarah Peterson, Director Bids & Contracts
Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SCHOOL SPECIALTY LLC

Trade Name:

Address: W6316 DESIGN DR
GREENVILLE, WI 54942

Certificate Number: 2495899

Effective Date: September 25, 2020

Date of Issuance: August 01, 2024

For Office Use Only:

20240801115303078

Certification **63677**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Oct-2023 to 15-Oct-2026**

**SCHOOL SPECIALTY, LLC
W6316 DESIGN DR
GREENVILLE**


WI 54943



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO

State Treasurer

16. NAME OF PERSON COMPLETING FORM (Print or Type)		DocuSigned by:  68173E89E33044B...		TITLE		DATE		
MARQUELLA ROOKS				HR ANALYST		MO	DAY	YEAR
						08	06	2024
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)			
W6316 DESIGN DR	GREENVILLE	OUTAGAMIE	WI	54943	920 - 243 - 5020			

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SCHOOL SPECIALTY LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

W6316 DESIGN DR

6 City, state, and ZIP code

GREENVILLE, WI 54942

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 5 - 2 1 6 2 6 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 02/06/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)




- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Your search generated **1 match.**

Print Results

Company Information	Effective Date & Approved Trades
SCHOOL SPECIALTY, LLC 100 PARAGON PARKWAY MANSFIELD, OH 44903  419-589-1900  419-589-1449  leonard.adkins@schoolspecialty.com Expiration Date: 10/02/2025 Aggregate Amount:\$ 1,400,000.00 Bond Capacity:\$ 15,000,000.00	10/03/2023 C105-SCHOOL FURNISHINGS

Row Labels	Count of Worksite City
AL	3
FAIRHOPE	1
FLORENCE	1
HOOVER	1
AZ	4
PHOENIX	2
QUEEN CREEK	1
TEMPE	1
CA	27
ESCONDIDO	1
FALLBROOK	1
FRESNO	2
GLENDORA	1
GRANADA HILLS	1
IMPERIAL BEACH	1
IONE	1
IRVINE	1
LA MESA	1
LINCOLN	2
LONG BEACH	1
LOS ANGELES	2
MADERA	2
MANTECA	1
PORT HUENEME	1
POWAY	1
RANCHO CUCAMONGA	1
RANCHO PALOS VERDES	1
RANCHO SANTA MARGARIT	2
ROCKLIN	1
SAN DIEGO	1
TRACY	1
CO	8
BROOMFIELD	1
COLORADO SPGS	1
COLORADO SPRINGS	1
DENVER	1
LAKEWOOD	1
LOVELAND	1
MONUMENT	1
PARKER	1
CT	2
STAMFORD	1
SUFFIELD	1

DC	1
WASHINGTON	1
FL	18
ANTHONY	1
AUBURNDALE	2
JACKSONVILLE	2
LABELLE	1
MIAMI	1
OCALA	2
OCOEE	1
ORLANDO	2
POMPANO BEACH	1
PORT CHARLOTTE	2
PUNTA GORDA	1
SUNRISE	1
TAMPA	1
GA	10
ACWORTH	2
ALPHARETTA	1
ATLANTA	1
CANTON	1
CUMMING	1
LAWRENCEVILLE	1
MABLETON	1
MARIETTA	1
PERRY	1
IA	3
ANKENY	1
MUSCATINE	1
WEST DES MOINES	1
ID	1
BOISE	1
IL	29
ADDISON	1
ARLINGTON HEIGHTS	1
BATAVIA	1
BOLINGBROOK	1
CAROL STREAM	1
CHICAGO	1
CRESTWOOD	1
CRYSTAL LAKE	1
DARIEN	1
DEKALB	1
LEMONT	2

LOMBARD	3
MAPLE PARK	2
MARENGO	1
MCHENRY	1
NAPERVILLE	2
ORLAND PARK	1
OSWEGO	1
PALOS HILLS	1
PLAINFIELD	1
ROMEDEVILLE	1
SHOREWOOD	1
WOODRIDGE	2
IN	2
GREENCASTLE	1
VALPARAISO	1
KS	3
PRAIRIE VILLAGE	1
WICHITA	2
KY	4
BELLEVUE	1
BOWLING GREEN	1
INDEPENDENCE	1
LA GRANGE	1
LA	3
NEW ORLEANS	1
PRAIRIEVILLE	1
SHREVEPORT	1
MA	4
LONGMEADOW	1
LOWELL	1
NORTH ATTLEBORO	1
WESTFIELD	1
MD	6
ABINGDON	1
CHESTER	1
CROFTON	1
EDGEWATER	1
GAITHERSBURG	1
HANOVER	1
ME	1
TOPSHAM	1
MI	6
ALLEN PARK	2
KENTWOOD	1

PLYMOUTH	1
SOUTHFIELD	1
WALLOON LAKE	1
MN	4
CHANHASSEN	1
OTSEGO	1
SAINT LOUIS PARK	1
WINSTED	1
MO	6
CHESTERFIELD	1
KANSAS CITY	2
KEARNEY	1
LEES SUMMIT	1
O FALLON	1
NC	3
BANNER ELK	1
GASTONIA	1
HIGH POINT	1
NE	1
LINCOLN	1
NH	6
MANCHESTER	1
MILFORD	1
NASHUA	3
RAYMOND	1
NJ	11
CALDWELL	1
EAST RUTHERFORD	1
LIVINGSTON	1
MANTUA	1
MARLBORO	1
MARLTON	1
NEPTUNE	1
SICKLERVILLE	1
TOMS RIVER	1
WALLINGTON	1
WILLIAMSTOWN	1
NM	2
ALBUQUERQUE	1
RIO RANCHO	1
NV	1
MINDEN	1
NY	10
COHOES	1

DIX HILLS	1
LONG BEACH	2
NEW YORK	1
NORTHPORT	1
OSSINING	1
PARISH	1
UNADILLA	1
VALLEY COTTAGE	1
OH	17
ASHLAND	1
COLUMBUS	1
DOVER	1
GROVE CITY	1
HUDSON	1
KENT	1
LAKEWOOD	2
LEBANON	1
LEXINGTON	1
MANSFIELD	4
NORTH OLMSTED	1
SHELBY	1
WICKLIFFE	1
OK	3
BROKEN ARROW	2
DEL CITY	1
OR	4
BEND	1
FOREST GROVE	1
PORTLAND	2
PA	10
ALLENTOWN	1
AMITY	1
BATH	1
CAMP HILL	1
COATESVILLE	1
EDINBORO	1
MECHANICSBURG	1
PEN ARGYL	1
PITTSBURGH	1
WEST CHESTER	1
SC	6
CHARLESTON	1
CLOVER	1
COLUMBIA	1

GOOSE CREEK	1
ROCK HILL	2
TN	4
BARTLETT	1
LAKELAND	1
MOORESBURG	1
OLD HICKORY	1
TX	35
ARLINGTON	2
AUSTIN	1
BASTROP	1
BURLESON	1
CYPRESS	1
DALLAS	1
EL PASO	1
FLOWER MOUND	1
FORT WORTH	4
HOUSTON	5
IRVING	1
LAGO VISTA	1
LAVON	1
LEAGUE CITY	1
LEWISVILLE	2
MCALLEN	2
MILES	1
MISSOURI CITY	1
NEW BRAUNFELS	1
NEW CANEY	1
PALACIOS	1
PIPE CREEK	1
SAN ANTONIO	2
WEATHERFORD	1
UT	5
HERRIMAN	1
LEHI	1
SALT LAKE CITY	2
WEST JORDAN	1
VA	8
CHRISTIANSBURG	1
CROZET	1
FAIRFAX	1
MOSELEY	1
NEWPORT NEWS	1
RICHMOND	2

STAFFORD	1
WA	17
AUBURN	1
BELLINGHAM	3
CUSTER	1
DEMING	1
FERNDALE	3
LAKE TAPPS	1
LYNDEN	1
MONROE	1
OLYMPIA	1
PORT TOWNSEND	1
VANCOUVER	3
WI	43
APPLETON	10
DE PERE	2
ELM GROVE	1
GREENVILLE	4
KAUKAUNA	2
LITTLE CHUTE	1
MARION	1
MENASHA	4
MILWAUKEE	1
NEENAH	7
NEW LONDON	1
OSHKOSH	3
PULASKI	1
RACINE	1
SCANDINAVIA	1
STEVENS POINT	1
WAUKESHA	1
WINNECONNE	1
Grand Total	331



School Specialty Ecommerce & Procurement Services

With a 60-year legacy, School Specialty is a leading provider of comprehensive learning environments for the PreK–12 education marketplace in the U.S. and Canada. This includes essential classroom supplies, furniture and design services, educational technology, science curriculum, supplemental learning resources, professional development, funding assistance and more. School Specialty believes every student can flourish in an environment where they are engaged and inspired to learn and grow. In support of this vision to transform more than classrooms by improving learning outcomes and district performance, the company applies its unmatched team of subject-matter experts and designs, manufactures and distributes a broad assortment of name brand and proprietary products to deliver upon its unique value proposition.

In supplement to these endeavors, School Specialty provides industry leading Ecommerce Enablement & Procurement services in the hopes of helping procurement managers maximize their resources. Our company has a comprehensive suite of Procurement offerings that fit the needs of all school districts, regardless of size or procurement paradigm. Our Ecommerce Enablement & Procurement team provides the implementation, back office and ongoing technical support necessary to deploy and manage procurement operations. Our solutions use industry standard technologies and are specifically designed for the educational market, so educators find our tools intuitive, reliable and feature rich. These toolsets include:

- **Online Ordering** — This option allows educators and businesses to enjoy flexible and secure online ordering. Benefits include:
 - Customized design and control of the workflow approval process and budgetary limits, user access and status reporting
 - Add users, manage permissions, and create buying groups for business-level account control even when using existing eProcurement systems
 - Pricing shows all users the correct pricing for the organization; for accurate budgeting and invoice reconciliation
 - Payment options include purchase order with or without spending limitations, procurement card, or personal credit card
 - Customized workflows that readily map to the organization's policies and procedures
 - Reporting capabilities help administrators monitor and manage spending behavior
- **eProcurement Punchout Integration** — An organization's procurement system can be integrated with School Specialty's Punchout solution. This provides the organization with real-time product and price information and electronic delivery of purchase transactions through Punchout. Benefits include:
 - Streamline the purchasing processes and make buying easier for users by taking advantage of the many integrations between commonly used procurement tools and School Specialty. Our skilled team is available to provide expertise integrating with your procurement processes, so you can focus on your core competencies
 - Easy and secure access to approved School Specialty items
 - The organization's system controls approval and budgetary limits
 - Increased speed and accuracy with the submission of electronic purchase orders, order acknowledgements and invoices throughout the procure to pay process
 - Full integration with many major procurement finance systems
 - Eliminates redundant entry between systems



- **Electronic Catalog Files** — Organizations can request electronic catalog files of School Specialty's products and brands. This allows organizations to add price and product information to their purchasing system. Benefits include:
 - Improved accuracy with full description and price for elimination of manual data entry errors
 - Save time in creating requisitions by entering an item number versus typing entire descriptions
 - Multiple formats available for importing data into multiple software systems
 - Organization's purchasing system controls the procurement process

School Specialty Websites

To meet our customers' individual needs, we maintain several websites. Our school or business customers are directed to the correct site so they can take full advantage of their account benefits. Sites include:

- U.S. School or Business Customers: Select.SchoolSpecialty.com
- Canadian School or Business Customers: Select.SchoolSpecialty.ca
- U.S. Individual Consumers: SchoolSpecialty.com
- Canadian Individual Consumers: SchoolSpecialty.ca

There are over 10,000 Schools, School Districts, and Organizations using School Specialty websites on a regular basis. At School Specialty, our goal is to serve you in your quest to educate our children. When we help you to be more effective, efficient, and productive — at an optimum price/value equation, we help you achieve your mission.

Online ordering has been available since 1999.

All item information such as images, descriptions, price, unit of measure (UOM), etc. are available online. If there is a need to create a special file of this information, School Specialty would be willing to create it after reviewing the customer request.



Order Processing & Payment System

School Specialty utilizes Oracle E-Business Suite ERP (Enterprise Resource Planning) system to support all of our order to cash and purchase to pay business processes including EDI (Electronic Data Interchange) supporting automated electronic transactions with our customers and suppliers once integrated.

School Specialty utilizes warehouse management systems to support our warehouse fulfillment and order shipping.

Ecommerce Features	
Cart Workflows & Approvals	Track carts through workflows: complete order view from beginning entry to order history
	Customized cart approval condition workflow routes carts to different approvers based on: a) items from category, b) cart dollar value, c) type of payment or d) bill to location.
	Send carts to more than one approver at a time (approval groups)
	Modify/Submit/Approve multiple orders at once rather than one at a time (edit PO number, ship dates, budget codes)
	Ability to name your cart for easy identification
	Cart displays shipping charges based on order amount or contract
	Cart displays applicable estimated taxes
	Order based on contract pricing
	Approvers & Administrators can select alternative eligible contracts in the cart
	Option to select a future ship date in cart
	Option to add and save an alternate or default payment method
	Choose to bill by organization level (e.g. School vs District)
	Order subtotal by budget or account code
	Ability to copy an order from any status to modify and resend. Copied orders re-price to current contract and discontinued items are noted
Shopping	Item Configuration: ability to select attributes (color, size, finish, etc.) on an item and view in 3D.
	Compare up to 4 products at once
	Create Shopping Lists and share with other users
	Quick Order (Order by Item Number)
	Cart number same as Order number for easy tracking
	Search by Keyword or Phrase, Manufacturer item number or School Specialty item number
	Ability to select a backup alternative item in cart in case original item is out of stock for future shipment

	Item Inventory status/availability
	Ability to switch and save in cart for a School Specialty branded items
Notifications & Alerts	Email notification for Administrator on new registrations requests for administrator to accept or reject
	Email notifications of orders/requisitions needing your approval
	Email order acknowledgment when received by School Specialty
	Email shipment notifications when orders are shipped
	Alerts after logging in notify you of tasks that need to be completed (e.g. Approve Orders: You have 46 orders pending approval)

Ecommerce Features continued	
Account Dashboard	Dashboard view of Account, Carts, Orders and Lists to easy management
	Administrator Log In to act on behalf of a Buyer or Approver
	View all orders on one easy to read page
	Order history saved for 18 months
	Users have access to their personal information to modify phone number, change password, etc.
	Ability to assign a dollar amount to a purchase order, and buy up to that amount
	Ability for users to pick a pre-assigned PO or enter a manual purchase order (based on permissions)
	Order Reports: Run and export reports on all orders (active or history) for easy use. Report by all orders (Summary or Detail) by User or Ship-to Address
	Add and store budget or account codes by user
	View and manage user ship to locations
Additional	Search, view and download invoices
	Digital catalogs
	Live Chat
	Reviews and customer ratings help your users make good decisions.
	Display customer item numbers if required
	Custom account landing pages available



School Specialty eProcurement Punchout Integration

School Specialty has an eProcurement Punchout integration which connects to the organization's procurement system. This integration enables procurement systems to access key information required to create and transmit purchase requisitions with School Specialty. This system uses cXML or EDI transactions (commonly referred to as 'Punchout') through a secure online connection, to exchange information in a standard format. The system is designed so organizations retain control and visibility of the transaction throughout the entire process. This methodology assumes that an organization's procurement system initiates the transaction and determines the actions at each step in the process.

The benefits to the partners of an integrated e-procurement system include the following:

- Information is shared between your organization's system and School Specialty systems in real time. The product information includes the product description, your net purchase price, shipping charges if applicable and the product status. This product information assures your organization's system has complete information to process a transaction accurately and quickly through your internal procurement process.
- A procurement transaction flows through your organization's system and School Specialty's system electronically, which assures that no errors are interjected into the process. This, coupled with product information being complete and accurate, provides for minimal transaction errors. Further, the transaction is visible to all parties throughout the process. Both your organization and School Specialty retain complete transaction details.
- In addition, Punchout sessions take advantage of many of the ecommerce features

eProcurement Punchout Process Overview

The system integration assumes that your organization system initiates and controls the transaction throughout the process. The general flow would include the following steps

- The user logs in and is authenticated in your organization's procurement system. This generally includes username and password validation and review of the user's assigned capabilities or permissions.
- The user requests the creation of a new requisition or the continuation of an existing (composing) requisition in your organization's procurement system.
- The School Specialty website provides a shopping cart to add items after browsing.
- The School Specialty website transfers shopping cart information (item number, description, unit of measure, & net price) to the organization's procurement system.
- The requisition is completed by the user and is submitted for internal approval.
- The requisition flows through your organization's approval workflow. This generally includes spending authority, budget review, and product purchase authority.
- When all workflow rules are passed, a purchase order is created for the requisition. This includes assignment of the purchase order number and encumbering of funds for appropriate budget codes.



- The purchase order is sent electronically to the School Specialty systems.
- Order receipts and shipping acknowledgements are sent to the customer designated e-mail address.
- Order is processed and shipped

School Specialty integrations with the multiple accounting and purchasing software programs. Our skilled enablement team is available to provide expertise integrating with your procurement processes at no charge to you.

School Specialty Integrates with:

- Aptafund
- Ariba / SAP Network
- CommBuys Massachusetts
- CoreXpand
- Coupa
- Cribellum
- EqualLevel
- Escape
- ESM Solutions
- Frontline
- Jaggaer
- Keystone
- Lawson Infor
- LINQ ERP / Alio
- nVision by Finance Manager
- Oracle
- Oracle Fusion
- Peoplesoft
- PowerSchool Business Plus
- PowerSchool Efinance Plus
- SAP
- SCView / Strategic Solutions
- Skyward
- Smart Finance
- Spendbridge
- Tyler Infinite Visions / ERP Pro
- Tyler Munis
- Varis / Buyer Quest
- Wincap
- Workday



School Specialty Payment Methods: Pcards

- School Specialty accepts major credit cards, Visa, Mastercard, American Express and Discover for individual accounts along with school and business accounts
- School Specialty accepts Pcards with school and business accounts
- Public schools & municipalities qualify for instant NET 30 Payment Terms.
- Some additional Business and Organizational Accounts, like private schools, daycares, etc., are eligible to apply for NET 30 Payment Terms.
 - A completed Credit Application Form is required to apply.
 - School Specialty's Credit Application Form can be found on our [help site](#)

In addition to Level I credit card processing, for Visa and Mastercard School Specialty supports Level II and Level III credit card processing.

Level I, Level II, & Level III Data in Credit Card Processing

MasterCard and Visa have defined three levels of credit card transaction detail. This is the level of detail that a School Specialty passes to the credit card processing network to accept purchase cards for payment and qualify for higher levels of service. Customers are required to establish credit card processing levels with their credit card provider. When established, Mastercard and Visa credit card companies then include the Level III detail in the invoice they send to the buyer. In other words, the credit card statement includes line item detail, making it easier for the buyer to reconcile all purchases. We believe that enhanced detail is easier and more efficient for schools and businesses to keep a record of the products bought from School Specialty when you see Level III detail. It is easier to match packing slips to your orders.

- **LEVEL I** - is a standard credit card purchase transaction, and offers such information as: Supplier Name, Total purchase amount, Date, Merchant Category Code
- **LEVEL II**- adds additional information about each purchase, including: Sales tax amount, Customer code (a.k.a. accounting code)
- **LEVEL III**- adds full line-item detail to the data in Level II, including: Quantities, Item numbers, Product descriptions, Ship to zip code, Freight a



School Specialty Online Payment Portal

- The School Specialty Payment Portal allows our U.S. and Canadian customers access to view, print, and pay your School Specialty Invoices online.
- Take advantage of these benefits our dedicated payment portal has to offer:
 - **Convenience and ease of use-** Pay 24/7 with a credit card or ACH (Automated Clearing House) transfer.
 - **Ease of reconciliation-** Accurately and automatically match remittance data and apply payments.
 - **Safety and security-** Rest easy knowing our portal meets all 12 PCI data protection standards.
- Use the Payment Portal to submit a one-time payment or self-register for full access to payment history and invoice payment management.
- Sign up or create an account at
 - SchoolSpecialty.com/payment (U.S. Customers)
 - SchoolSpecialty.ca/payment (Canadian Customers)
- Need help getting started? See our recommended Payment Portal Guides for getting started or check out our quick tips for navigating the invoice lists on our [help site](#).

IMPORTANT! *The Payment Portal is a separate online platform from our School Specialty Website. The Payment Portal is the only platform that provides access to pay invoices online. You must create a separate username and password for the Payment Portal.*



School Specialty Environmental Initiatives

School Specialty's Continued Commitment to Sustainability and Engaging Employees, Students, and Customers on Their Green Journey

School Specialty, LLC has recently achieved Platinum status with the Green Business Bureau.

The company joined the GBB in 2019 and has leveraged the platform and apps to manage their sustainability initiatives and track their progress. School Specialty, LLC completed enough initiatives to reach 400 EcoPoints™ to earn the GBB Platinum Seal. The company is committed to protecting the environment, engaging employees and customers in their sustainability efforts, and saving money through more efficient operations. They continue to utilize the GBB framework and online tools to become greener and meet their sustainability goals.

School Specialty was looking for an opportunity to take small steps towards becoming a more environmentally friendly organization for both customers and employees. As a distributor of highly consumable products, it was important for them to look internally at what they could, and should, be doing to reduce their large footprint.

Some of the activities which helped School Specialty achieve Platinum status toward green certification was the creation Green Teams throughout the company which served as the initial supporters of greening the business, enlisting and informing all employees of key activities, assessing where the organization was at in terms of green efforts and creating programs where employees can engage in green activities.

Low Effort, High Impact Green Initiatives

Like many organizations, School Specialty and their Project Green Teams initially focused on low-hanging fruit when the program first started. Putting focus on changes that include recycling of paper, adding low water flow sensors, changing out paper cups in the cafeterias to ceramic, ensuring that all cleaning supplies are green. After a bit of time the teams have started to tackle some of the long-term goals that include:

- Implementing virtual office spaces

- Utilizing productivity tools like Microsoft Teams for meetings to reduce travel and the carbon footprint

- Replacing employee water coolers with zero bottle coolers

- Upgrading office lighting to LED

- Working to make office and distribution spaces Zero Waste

"We are proud of accomplishing Platinum status with the Green Business Bureau and continue our commitment to create a more sustainable environment for both our employees and customers," says Stacey Rubin, Senior Vice President of Marketing for School Specialty. "The elevated Platinum status with the GBB aligns well with our vision of Transforming More than Classrooms, and we are excited to have GBB as a valued partner with us on this journey."

https://blog.schoolspecialty.com/school-specialtys-continued-commitment-to-sustainability-and-engaging-employees-students-and-customers-on-their-green-journey/?utm_source=rss&utm_medium=rss&utm_campaign=school-specialtys-continued-commitment-to-sustainability-and-engaging-employees-students-and-customers-on-their-green-journey



EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT OF POLICY

It is the policy of School Specialty, LLC not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law in all employment practices as follows:

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, upgrading, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination based upon the individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected Veteran status, citizenship or immigration status, or any other characteristic protected by law.

Employees may choose to voluntarily disclose their sex, race, national origin, disability, and protected Veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and disabled Veterans are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodations to the known physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities and disabled Veterans, unless such accommodations would impose an undue hardship on the operations of the Company's business.

School Specialty, LLC and our CEO are fully committed to principals of equal employment opportunity and affirmative action. As EVP-CFO, I support the successful implementation of the Company's Affirmative Action Programs. I have appointed Sarah Bridleman VP-HR, Affirmative Action and Equal Opportunity Officer for the Company, with responsibility for implementation of the Company's affirmative action activities. The Affirmative Action and Equal Opportunity Officer has the full support of top management and the staff necessary to fully implement this Program. All managers and supervisors will take an active part in the Company's AAP to ensure all qualified employees and prospective employees are considered and treated in a nondiscriminatory manner with respect to all employment



decisions. Furthermore, School Specialty, LLC will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity and Affirmative Action Policy.

Our Affirmative Action Programs include an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of our Programs. The Affirmative Action and Equal Opportunity Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the policy of affirmative action. In accordance with public law, the Company's affirmative action programs for qualified individuals with disabilities and protected Veterans are available for inspection in the Human Resources Department, Monday through Friday, from 8:00 a.m. to 5:00 p.m. upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review or hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Executive Order 11246, all as amended, and/or any other federal, state, or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. School Specialty, LLC will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

A handwritten signature in blue ink, appearing to read "KB", with a long horizontal line extending to the right.

Kevin L. Baehler
EVP-CFO
4/4/2023

Part E – Signature Forms

AEPA 025-E

Security Solutions

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E – Signature Forms – Name of Responding Company" (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Bonfire.

*Note, a solicitation checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as **one (1), single PDF** titled "Part E – Signature Forms – Name of Responding Company".

Uniform Guidance "EDGAR" Certification Form – ****signature required***

Solicitation Affidavit – ****signature required***

Acceptance of Solicitation & Contract – ****signature required***

Uniform Guidance "EDGAR" Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	SP
2. Termination for Cause of Convenience	Yes, I agree	SP
3. Equal Employment Opportunity	Yes, I agree	SP
4. Davis-Bacon Act	Yes, I agree	SP
5. Contract Work Hours and Safety Standards Act	Yes, I agree	SP
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	SP
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	SP
8. Debarment and Suspension	Yes, I agree	SP
9. Byrd Anti-Lobbying Amendment	Yes, I agree	SP
10. Procurement of Recovered Materials	Yes, I agree	SP
11. Profit as a Separate Element of Price	Yes, I agree	SP
12. General Compliance with Participating Agencies	Yes, I agree	SP
13. Governing Law; Forum Selection.	Yes, I agree	SP

School Specialty, LLC

Name of Business



Signature of Authorized Representative

Sarah Peterson, Director Bids & Contracts

Printed Name

9/9/2024

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Sarah Peterson

Authorized Representative (Please print or type)

W6316 Design Drive

Mailing Address

Director - Bids & Contracts

Title (Please print or type)

Greenville, WI 54942-8404

City, State, Zip



Signature of Authorized Representative

9/9/2024

Date




Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	School Specialty, LLC	Date	9/9/2024
Address	W6316 Design Drive	City, State Zip	Greenville, WI 54942-8404
Contact Person	Sarah Peterson	Title	Director - Bids & Contracts
Authorized Signature		Title	Director - Bids & Contracts
Email	bidnotices@schoolspecialty.com	Phone	888-388-3224

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	3/1/2025	Or

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Bonfire <i>(Respondent must submit documents in the required title/format)</i>	Format of Uploaded Document	Notes
	Bid Bond – if Required, see Part A if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire – Name of Responding Company Includes: <ul style="list-style-type: none"> • Company Information • Service Questionnaire • Exceptions • Deviations 	Single, Scanned PDF	Required.
	Part E – Signature Forms – Name of Responding Company Includes: <ul style="list-style-type: none"> • Uniform Guidance "EDGAR" Certification • Solicitation Affidavit • Acceptance of Solicitation & Contract 	Single, Scanned PDF	Required. Signatures required.
	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Recommendation for New Contracts

AEPA 025-E Security Solutions

RFPs received that were rejected PRIOR to Category Committee evaluation with cause for rejection:

None

RFPs received that were rejected DURING Category Committee evaluation with cause for rejection:

CDW-G - Scored below 70 points on the RFP criteria evaluation.

forward-edg.net - Scored below 70 points on the RFP criteria evaluation.

Deledeo - Scored below 70 points on the RFP criteria evaluation.

Sonitrol Security Systems of Central New Jersey - Scored below 70 points on the RFP criteria evaluation.

Methodology Used by the Committee for Determination:

_____ Responsive and responsible Respondents(s) based on the attached RFP criteria.

Vendor(s) recommended with reason for recommendation:

School Specialty - Scored above 70 points on the RFP criteria evaluation

Centegix - Scored above 70 points on the RFP criteria evaluation

Bluebird - Scored above 70 points on the RFP criteria evaluation

SAS Halo - Scored above 70 points on the RFP criteria evaluation

South Western Communication - Scored above 70 points on the RFP criteria evaluation

The below responses listed deviations and/or exceptions :

N/A

Proposed Motion:

The Category Committee recommends AEPA reject the RFPs from:

CDW-G

forward-edge.net

Deledeo

Sonitrol Security Systems of Central New Jersey

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:

School Specialty

Centegix

Bluebird

SAS Halo

Committee Members

Committee Chair – Name & Signature: Kevin Benson *Kevin Benson*

Committee Member: Nita Werner

Committee Member: Dave Puyear

Committee Member: Craig Peterson

Proposal Score Comments

CDW Government LLC - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
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Craig Peterson	3 pts	Partially supported claim(s)	No evidence that products they offer meet specifications for this category. I do know they offer Video camera for surveillance and Verkada pricing was much better than Bluebird.
Kevin Benson	1 pts	Doesn't meet my expectations	Limited
Nita Werner	2 pts	Partially meets my expectations	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	30 pts	Partially supported claim(s)	<p>Did no indicate categories and regions it could serve, Category Discounts 3.5% - 15%. No pricing for Categories Access Control, Crisis Alert, Perimeter Security, Surveillance Equipment. No pricing for Small, Medium, Large projects. Services pricing provided mainly for Cyber Security (Cloud, Threat Intelligence, Incident Response.</p> <p>I do know they offer Video camera for surveillance and Verkada pricing was much better than Bluebird.</p>
Kevin Benson	25 pts	Partially meets my expectations	incomplete pricing, 3-15% discount
Nita Werner	25 pts	Partially supported claim(s)	Products do not fit the SoW

Dave Puyear	30 pts	Partially fits desired attributes	na
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A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	2 pts	Partially supported claim(s)	No evidence of product offered in this category.
Kevin Benson	3 pts	Partially meets my expectations	aggressive product list outside of bid.
Nita Werner	4 pts	Well-supported claim(s)	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Equal to or lower
Kevin Benson	3 pts	Partially meets my expectations	8 other cooperatives.
Nita Werner	2 pts	Medium level of detail in response	Will not pursue AEPA first choice cooperative
Dave Puyear	4 pts	Well-supported claim(s)	na

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Other	Unable to ascertain products being offered in this category match with the specifications.
Kevin Benson	3 pts	Partially meets my expectations	products offered outside the scope of the RFP.

Nita Werner	2 pts	Partially supported claim(s)	Many products are better under technology category while others were not within the SoW
Dave Puyear	4 pts	Well-supported claim(s)	na

A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Marketing plan provides many details with AEPA track record marketing the technology catalog
Kevin Benson	5 pts	Meets or exceeds my expectations	Solid
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Sales in all member states
Kevin Benson	5 pts	Meets or exceeds my expectations	Financially solid.
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	Well-supported claim(s)	past history with AEPA

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Known performance from other AEPA contract
Kevin Benson	5 pts	Meets or exceeds my	Strong sales with AEPA.

		expectations	
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	Well-supported claim(s)	past history with AEPA

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Valuable product reseller, Financial stability, Education has a dedicated channel, longevity in industry, Supply Chain security, vendor-neutral solutions provider
Kevin Benson	3 pts	Partially meets my expectations	quick shipping options.
Nita Werner	0 pts	Doesn't meet my expectations	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

School Specialty LLC - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my	Response was very

		expectations	detailed.
Kevin Benson	5 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	50 pts	High level of detail in response	Can Serve 8 of 8 regions in all Categories (Crisis Alert, Access Control, Surveillance, Perimeter). Category discounts include 1%-17%. No comparable pricing found for Midland items. Securitech and CEIA pricing is lower for this solicitation than School Specialty's current pricing. Not all School Specialty SKU numbers are searchable in punchout.
Kevin Benson	55 pts	Meets or exceeds my expectations	1-17% discount
Nita Werner	52 pts	Meets or exceeds my expectations	Variety manufacturers for greater product selections
Dave Puyear	50 pts	Well-supported claim(s)	na

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	No known deviations or exceptions
Kevin Benson	5 pts	Meets or exceeds my expectations	Complete

Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Equal to or lower
Kevin Benson	3 pts	Partially meets my expectations	No additional
Nita Werner	4 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Strongly fits desired attribute(s)	Good Selection of product
Kevin Benson	5 pts	Meets or exceeds my expectations	Multiple solutions
Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Strongly fits desired attribute(s)	School Specialty's track record with AEPA meets and/or exceeds expectations in the area of Marketing.
Kevin Benson	4 pts	Meets or exceeds my	Marketing department.

		expectations	
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Proven financial viability through previous business with AEPA
Kevin Benson	5 pts	Meets or exceeds my expectations	Financially strong.
Nita Werner	4 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	4 pts	Well-supported claim(s)	Long History with AEPA

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Provided dollar amounts across all sectors
Kevin Benson	5 pts	Meets or exceeds my expectations	Strong sales in marketplace across various markets.
Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	4 pts	Well-supported claim(s)	Long history with AEPA

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	National installers, Project by Design Services, Professional Development, Subject

			Matter experts, Free Freight
Kevin Benson	4 pts	Meets or exceeds my expectations	Many products available.
Nita Werner	3 pts	Partially meets my expectations	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	Technicality - Cyber Security missing page for initial Federal certifications, category committee will follow up.

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	1 pts	Incomplete response	No pricing in F.2 "See Catalogue - to be provided post award."
Kevin Benson	3 pts	Partially meets my expectations	Complete
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	0 pts	Incomplete response	F.2 was a required Price Schedule that the vendor did not include. Can Serve 2 of 8 regions (Regions 1,2,6,7 and 8 not represented) in Access Control and Surveillance categories. Discounts 5%-53%. No pricing given in F.2 comments "See Catalogue - to be provided post award." Eliminate for not providing pricing.
Kevin Benson	50 pts	Meets or exceeds my expectations	10-53% discount
Nita Werner	50 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	30 pts	Medium level of detail in response	na

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
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Craig Peterson	3 pts	Partially fits desired attributes	Only serving Regions 3,4, and 5
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	2 pts	Medium level of detail in response	"Cooperative contracts prohibit more advantageous pricing available via other sales vehicles", this statement reflects that they don't see the value in a cooperative agreement
Kevin Benson	3 pts	Partially meets my expectations	Package pricing
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Medium level of detail in response	2 out of 4 categories that they are able to provide.
Kevin Benson	4 pts	Strongly fits desired attribute(s)	Solid
Nita Werner	4 pts	Strongly fits desired attribute(s)	NA

Dave Puyear	3 pts	Medium level of detail in response	na
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A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially meets my expectations	Only list 3 initial email campaigns, no on going.
Kevin Benson	4 pts	Meets or exceeds my expectations	Conference schedules.
Nita Werner	4 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Medium level of detail in response	Very little financial data or knowledge of sales beyond 3 regions.
Kevin Benson	4 pts	Meets or exceeds my expectations	Financially sound
Nita Werner	4 pts	Well-supported claim(s)	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially meets my expectations	Provided dollar amounts across K-12 sector but was lacking in the others
Kevin Benson	4 pts	Meets or exceeds my expectations	Strong sales
Nita Werner	4 pts	Well-supported claim(s)	NA

Dave Puyear	3 pts	Partially supported claim(s)	na
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A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Strongly fits desired attribute(s)	Provides Educational K-12 applications
Kevin Benson	2 pts	Partially meets my expectations	No added
Nita Werner	3 pts	Mostly complete response	NA
Dave Puyear	3 pts	Medium level of detail in response	na

Deledao - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Well-supported claim(s)	Meets expectations

Kevin Benson	4 pts	Other	Complete
Nita Werner	2 pts	Partially supported claim(s)	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	55 pts	Meets or exceeds my expectations	Pricing has stayed consistent with 2021 pricing
Kevin Benson	30 pts	Partially meets my expectations	5% discount, software only available with other vendors.
Nita Werner	30 pts	Mostly complete response	NA
Dave Puyear	10 pts	Doesn't meet my expectations	Costs for limited regions only

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Strongly fits desired attribute(s)	No known deviations or exceptions.
Kevin Benson	4 pts	Other	Complete
Nita Werner	5 pts	High level of detail in response	NA
Dave Puyear	2 pts	Partially supported claim(s)	limited regions

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Mostly complete response	Equal but not lower

Kevin Benson	3 pts	Partially meets my expectations	Only covers one region
Nita Werner	4 pts	Well-supported claim(s)	NA
Dave Puyear	2 pts	Partially supported claim(s)	limited regions

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially meets my expectations	Limited product offering.
Kevin Benson	4 pts	Meets or exceeds my expectations	Good product
Nita Werner	4 pts	High level of detail in response	NA
Dave Puyear	2 pts	Partially supported claim(s)	limited regions

A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Has a marketing plan
Kevin Benson	4 pts	Meets or exceeds my expectations	Solid
Nita Werner	3 pts	Partially fits desired attributes	Utilizes vendors already available to AEPA
Dave Puyear	2 pts	Partially supported claim(s)	limited regions

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	subscription customers in every member state and 6 countries

Kevin Benson	3 pts	Partially meets my expectations	Poor sales on last AEPA contract.
Nita Werner	5 pts	Well-supported claim(s)	NA
Dave Puyear	2 pts	Partially supported claim(s)	na

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially meets my expectations	Sales appear to be only in K-12 and amounts aren't as expected
Kevin Benson	3 pts	Partially meets my expectations	Poor sales with AEPA
Nita Werner	2 pts	Partially fits desired attributes	NA
Dave Puyear	5 pts	Well-supported claim(s)	limited regions/areas only

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Have a different approach to filtering utilizing AI
Kevin Benson	0 pts	Doesn't meet my expectations	N/A
Nita Werner	0 pts	Doesn't meet my expectations	NA
Dave Puyear	2 pts	Partially supported claim(s)	limited regions

34ED LLC, d/b/a CENTEGIX - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my	Provided all requested

		expectations	information,
Kevin Benson	5 pts	Meets or exceeds my expectations	Complete response.
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	High level of detail in response	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	45 pts	Strongly fits desired attribute(s)	Included both F.1 Category Discounts (listed discounts as N/A) and F.2 price schedule. 3 year term required as Comments in F.2. Can serve all 8 regions in the Crises Alert category only. Discount percentages are 0%, 13-17%, 12%, 17%, 20% on varying line items. No responses on F.2A for Small, Medium and Large project examples. Prices don't include Design, Installation/Uninstall or Implementation services. Volume discounts based on District wide purchase and number of sites within district. If site is prevailing wage or Davis-Bacon then cost would increase 200-270%
Kevin Benson	55 pts	Meets or exceeds my expectations	13% plus discount.
Nita Werner	40 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	50 pts	Well-supported claim(s)	na

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	No known deviations or exceptions.
Kevin Benson	5 pts	Meets or exceeds my expectations	Bid terms and conditions met.
Nita Werner	4 pts	Well-supported claim(s)	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Equal to or lower
Kevin Benson	5 pts	Meets or exceeds my expectations	Equal to or better.
Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	5 pts	Well-supported claim(s)	na

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Centegix is known for its innovative safety solutions, particularly its CrisisAlert system, which is widely adopted in schools and other institutions across the U.S.
Kevin Benson	5 pts	Meets or exceeds my expectations	Product proven to save lives.
Nita Werner	5 pts	Meets or exceeds my expectations	NA

Dave Puyear	4 pts	Well-supported claim(s)	na
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A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Impressive colateral was included with Marketing Plan
Kevin Benson	4 pts	Strongly fits desired attribute(s)	Solid plan.
Nita Werner	5 pts	Well-supported claim(s)	NA
Dave Puyear	5 pts	Strongly fits desired attribute(s)	Well designed

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Sales in many states
Kevin Benson	5 pts	Well-supported claim(s)	Financially stable.
Nita Werner	5 pts	High level of detail in response	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	High level of detail in response	Provided dollar amounts across all sectors
Kevin Benson	4 pts	Well-supported claim(s)	Good sales/customer service track record.
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Nationwide company, K-12 Primary business, 100% Sales growth for third year, compatible/integrates with other safety solutions
Kevin Benson	3 pts	Partially meets my expectations	Some value added attribute
Nita Werner	4 pts	High level of detail in response	NA
Dave Puyear	4 pts	Well-supported claim(s)	na

Bluebird - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired	Did not disclose sales

		attribute(s)	numbers, revenue metrics or financials
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	4 pts	High level of detail in response	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	25 pts	Partially meets my expectations	Can serve all Regions in all Categories (Crisis Alert, Access Control??, Surveillance, Perimeter). Compared pricing against CDW-G punchout pricing under the AEPA Technology catalog and all pricing was higher than the CDW-G Technology catalog pricing. Additional 1-5% volume discounts based on tiers. Scoping/Design fees additional but may be waived depending on size of project.
Kevin Benson	55 pts	Meets or exceeds my expectations	12% discount, 2% better to AEPA.
Nita Werner	50 pts	Meets or exceeds my expectations	Discount is good range for security and only response to have better pricing over other cooperatives or individual purchases.
Dave Puyear	45 pts	Well-supported claim(s)	na

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Well-supported claim(s)	No known deviations or exceptions
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	"It is our lowest current GPO pricing available"
Kevin Benson	5 pts	Meets or exceeds my expectations	2% better for AEPA
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Bluebird specializes in providing physical security solutions, with a focus on cloud-based systems through partnerships with leading companies like Verkada. Verkada is widely praised for its cloud-managed security products, which include video surveillance cameras, access control

			systems, air quality sensors, and alarms.
Kevin Benson	4 pts	Meets or exceeds my expectations	Range of products.
Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Well-supported claim(s)	Marketing plan talks about what they have done in the past, not how they will market to the AEPA members.
Kevin Benson	4 pts	Well-supported claim(s)	Solid
Nita Werner	4 pts	Strongly fits desired attribute(s)	Full service for all States
Dave Puyear	4 pts	Well-supported claim(s)	na

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Sales in all states except Alaska and Hawaii
Kevin Benson	1 pts	Incomplete response	No information.
Nita Werner	4 pts	High level of detail in response	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
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Craig Peterson	1 pts	Missing / mismatched attributes	As a private company we are unable to disclose sales number, revenue metrics or financials
Kevin Benson	3 pts	Medium level of detail in response	Customer reviews.
Nita Werner	4 pts	Well-supported claim(s)	Na
Dave Puyear	3 pts	Partially supported claim(s)	na

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Mostly complete response	Did not list any in questionnaire. Educational installs and support. One platform (Verkada) to support
Kevin Benson	4 pts	Well-supported claim(s)	2% additional discount for AEPA.
Nita Werner	4 pts	Well-supported claim(s)	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

SAS HALO, Inc. - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my	Recommend for award -

		expectations	unique solution for all categories
Kevin Benson	5 pts	Meets or exceeds my expectations	Complete
Nita Werner	4 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	50 pts	Strongly fits desired attribute(s)	Product offered not comparable to other vendor solutions.
Kevin Benson	55 pts	Meets or exceeds my expectations	20% discount
Nita Werner	52 pts	Meets or exceeds my expectations	NA
Dave Puyear	30 pts	Partially supported claim(s)	na

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	No known deviations or exceptions.
Kevin Benson	5 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	"offering AEPA members the lowest pricing"
Kevin Benson	5 pts	Meets or exceeds my expectations	Discount to AEPA customers.
Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Unique set of safety products
Kevin Benson	5 pts	Meets or exceeds my expectations	Unique offering.
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Medium level of detail in response	Was looking for how they would market to AEPA members, provided a resume for key positions in company
Kevin Benson	4 pts	Meets or exceeds my expectations	Use of educational associations.
Nita Werner	5 pts	High level of detail in response	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	1 pts	Doesn't meet my expectations	No reported sales to date
Kevin Benson	1 pts	Doesn't meet my expectations	No sales data available.
Nita Werner	4 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	1 pts	Missing / mismatched attributes	No amounts across all sectors
Kevin Benson	2 pts	Partially meets my expectations	No direct record, but individuals associated with the company have many relationships and a record of success.
Nita Werner	5 pts	High level of detail in response	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially supported claim(s)	No listing of value added attributes other than goal for student safety.
Kevin Benson	4 pts	Meets or exceeds my expectations	Additional security products.

Nita Werner	3 pts	Mostly complete response	NA
Dave Puyear	3 pts	Partially supported claim(s)	na

South Western Communications, Inc. - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially fits desired	Can provide service to

		attributes	only 6 of the 8 regions
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	40 pts	Strongly fits desired attribute(s)	Can Serve 6 of 8 regions (Regions 1, 8 not represented) in all Categories (Crisis Alert, Access Control, Surveillance, Perimeter). Category Discounts 1%-25%. Compared pricing against CDW-G punchout pricing under the AEPA Technology catalog and Manufacturer Hanwha pricing was higher than the CDW-G Technology catalog pricing. South Western Communications has many other manufacturers that CDW-G does not carry. No Example project pricing given in F.2A (Small, Medium, Large). No Volume discounts.
Kevin Benson	50 pts	Meets or exceeds my expectations	5-38% Discount
Nita Werner	50 pts	Meets or exceeds my expectations	NA
Dave Puyear	25 pts	Medium level of detail in response	na

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Well-supported claim(s)	Pricing not as competitive to current contracts for technology products, Services Ok
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	same or lower than other similarly sized purchasing cooperatives
Kevin Benson	4 pts	Meets or exceeds my expectations	2 Co-ops.
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Good selection of products offered.
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	High level of detail in response	NA

Dave Puyear	3 pts	Medium level of detail in response	na
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A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	5 pts	Meets or exceeds my expectations	Provides current examples in working with current Cooperatives (Kansas Greenbush)
Kevin Benson	3 pts	Partially meets my expectations	No created materials
Nita Werner	5 pts	Strongly fits desired attribute(s)	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially meets my expectations	Sales in 6 member states with only 30% of sales with public entities
Kevin Benson	5 pts	Meets or exceeds my expectations	Financially sound
Nita Werner	4 pts	High level of detail in response	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Other	Provided dollar amounts across all sectors but not at the level others have. strong in Higher Ed and

			Municipalities
Kevin Benson	5 pts	Meets or exceeds my expectations	Strong sales
Nita Werner	4 pts	High level of detail in response	NA
Dave Puyear	3 pts	Medium level of detail in response	na

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	7 day 365 day support
Kevin Benson	1 pts	Doesn't meet my expectations	Minimal
Nita Werner	3 pts	Mostly complete response	NA
Dave Puyear	3 pts	Medium level of detail in response	na

Sonitrol Security Systems of Central New Jersey - Scoring Comments

Part D - Questionnaire - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part E - Signature Forms - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Part F - Pricing Workbook - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Bid Security - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Category Specific Requirements - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

Responsiveness Check - Send to Category Committee for Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	Pass	Meets the requirement(s)	N/A

A-1 - Complete Response to Bid - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	1 pts	Poor level of detail in	Lacking ability to serve

		response	multiple regions, pricing F.2 was missing and is required
Kevin Benson	4 pts	Other	complete
Nita Werner	5 pts	Well-supported claim(s)	NA
Dave Puyear	1 pts	Unsupported claim(s)	very limited service/regions

A-2 - Cost Evaluation - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	0 pts	Incomplete response	F.2 was a required Price Schedule that the vendor did not include. Eliminate vendor based on no F.2 and the fact they will only serve 1 Region to include NJ
Kevin Benson	25 pts	Partially meets my expectations	Limited availability
Nita Werner	45 pts	Well-supported claim(s)	NA
Dave Puyear	10 pts	Unsupported claim(s)	very limited national service/regions

A-3 - Conformance to Bid Terms and Conditions - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	1 pts	Incomplete response	F.2 was a required Price Schedule that the vendor did not include. Eliminate vendor based on no F.2 and the fact they will only serve 1 Region to include NJ
Kevin Benson	4 pts	Strongly fits desired attribute(s)	Complete
Nita Werner	5 pts	High level of detail in response	NA

Dave Puyear	1 pts	Unsupported claim(s)	very limited regions/service
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A-4 - Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Equal to or lower
Kevin Benson	3 pts	Partially fits desired attributes	Limited regions
Nita Werner	5 pts	Meets or exceeds my expectations	NA
Dave Puyear	1 pts	Unsupported claim(s)	limited regions

A-5 - Quality and Suitability of Products Offered - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	4 pts	Strongly fits desired attribute(s)	Provides installation of Burglar/Fire Alarm, Facility Access and Monitoring systems
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	5 pts	High level of detail in response	NA
Dave Puyear	1 pts	Unsupported claim(s)	limited regions

A-6 - Marketing Plan - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	0 pts	Poor level of detail in response	Referenced in the first sentence another Cooperative and not AEPA. "Advantage/Sonitrol is accepted into the HCESC"

Kevin Benson	0 pts	Doesn't meet my expectations	No Materials, 1 region.
Nita Werner	2 pts	Partially meets my expectations	NA
Dave Puyear	1 pts	Unsupported claim(s)	limited regions

A-7 - Financial Viability - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	2 pts	Partially fits desired attributes	Minimal sales with only 2 states (1 member state) showing any sales.
Kevin Benson	4 pts	Meets or exceeds my expectations	Complete
Nita Werner	4 pts	Well-supported claim(s)	NA
Dave Puyear	1 pts	Unsupported claim(s)	limited info based on small service area

A-8 - Demonstrated Track Record of Performance in the Public Marketplace - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	3 pts	Partially fits desired attributes	Amount of sales across all sectors lacking
Kevin Benson	2 pts	Partially meets my expectations	Sales from only 1 region
Nita Werner	2 pts	Partially supported claim(s)	NA
Dave Puyear	1 pts	Unsupported claim(s)	limited info-small service area

A-9 - Value Added attributes - Reviewer Scores

Reviewer	Score	Reason	Comments
Craig Peterson	0 pts	Doesn't meet my expectations	No value added service, only 1 Region to be served

Kevin Benson	0 pts	Doesn't meet my expectations	No value added
Nita Werner	2 pts	Partially meets my expectations	NA
Dave Puyear	1 pts	Unsupported claim(s)	na



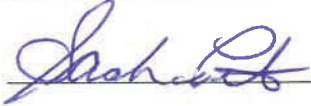
Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>School Specialty, LLC</u>	Date	<u>9/9/2024</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942-8404</u>
Contact Person	<u>Sarah Peterson</u>	Title	<u>Director - Bids & Contracts</u>
Authorized Signature		Title	<u>Director - Bids & Contracts</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2026 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency Cooperative Purchasing Connection (MN)

Authorized Representative  Jane Easter **Executive Deputy Director**

Awarded this 20th **day of** February **Contract Number** 025-E
Contract to commence
(Member Agency to select) 3/1/2025 **Or**



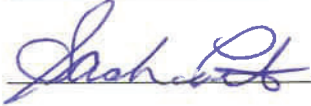
Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

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Business Name	<u>School Specialty, LLC</u>	Date	<u>9/9/2024</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942-8404</u>
Contact Person	<u>Sarah Peterson</u>	Title	<u>Director - Bids & Contracts</u>
Authorized Signature		Title	<u>Director - Bids & Contracts</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

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Awarding Agency North Dakota Educators Service Cooperative

Authorized Representative  Jane Easter **Executive Deputy Director**
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Awarded this 20th **day of** February **Contract Number** 025-E
Contract to commence
(Member Agency to select) 3/1/2025 **Or**