

Solicitation Audit Checklist

Proposal:	AEPA 026-D Technology Catalog
Awarded Vendor(s):	SHI
Award Date:	12/15/25
Contract Number:	026-D

X	1 Legal Affidavit(s)
X	2 Copy of Solicitation Documents
X	3 Copy of Questions & Answers
NA	4 Copy of Addenda
X	5 Notification Report
X	6 Access Report
X	7 Opening Record
X	8 Copy of Awarded Vendor Response(s)
X	9 Evaluation Summary & Recommendation
X	10 Copy of Award Letter(s) & Copy of Signed Contract(s)

LOCALiQ

Aberdeen News
Watertown Public Opinion

PO Box 630567 Cincinnati, OH 45263-0567

AFFIDAVIT OF PUBLICATION

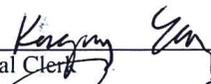
Cooperative Purchase, Lori Mittelstadt
Lakes Country Service Cooperative
1001 E Mount Faith AVE
Fergus Falls MN 56537-2375

STATE OF SOUTH DAKOTA, COUNTY OF BROWN

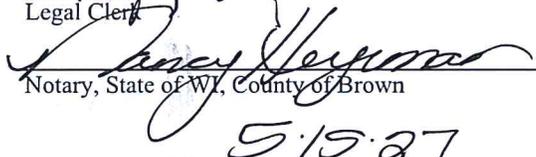
The AMERICAN NEWS is a daily newspaper of general circulation, printed and published in Aberdeen, Brown County, South Dakota, and has been such a newspaper during the times hereinafter mentioned; and personal knowledge of the facts herein state that the notice hereto annexed was Published in said newspapers in the issue dated:

07/30/2025, 08/06/2025

That said newspaper is a legal newspaper published five days or more each week; with a bona fide circulation of more than two hundred copies daily; published in the English language within the said county of Brown for more than one year prior to the first publication of said notice; and printed in whole in an office maintained at the place of publication of said newspaper.
Sworn to and subscribed before on 08/06/2025



Legal Clerk



Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	\$35.24	
Tax Amount:	\$0.00	
Payment Cost:	\$35.24	
Order No:	11487798	# of Copies:
Customer No:	1248830	0
PO #:	LABD0332478	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Legal Notice 026

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 31 State Member Agencies until:

1:30 p.m. ET, September 16, 2025

Solicitations: 026-A Furniture, 026-B Health and Wellness, 026-C LED Lighting Supplies & Equipment, 026-D Technology Catalog, 026-E Student Transportation Solutions, 026-F EMS Supplies & Equipment, and 026-G HVAC Equipment & Installation.

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://aepacoop.org/registration-solicitations/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on July 31, 2025. Note that Vendors must be able to provide their proposed products and services in up to 31 states.

Solicitations will be publicly opened after 1:30 p.m. ET, September 16, 2025 at Lakes Country Service Cooperative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPA-COOP.org.

Published July 30, August 6 2025, at the total approximate cost of 35.24 and may be viewed free of charge at www.sdpublic-notices.com

LABD0332478

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, 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:

Jul. 30, 2025, Aug. 6, 2025

NOTICE ID: iMzSypfVu6ogxRBsFxFXj

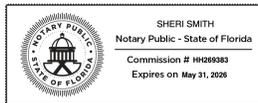
PUBLISHER ID: COL-ND-2022

NOTICE NAME: AEPA 026 - Bismarck Tribune

Publication Fee: \$136.62

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 08/07/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

**AEPA #026 – Legal Notice
Notice to Vendors**

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 31 State Member Agencies until:

1:30 p.m. ET, September 16, 2025
Solicitations : 026-A Furniture, 026-B Health and Wellness, 026-C LED Lighting Supplies & Equipment, 026-D Technology Catalog, 026-E Student Transportation Solutions, 026-F EMS Supplies & Equipment, and 026-G HVAC Equipment & Installation.

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://aepacoop.org/registration-solicitations/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on July 31, 2025. Note that Vendors must be able to provide their proposed products and services in up to 31 states. Solicitations will be publicly opened after **1:30 p.m. ET, September 16, 2025** at Lakes Country Service Cooperative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to [AEPACOOP.org](https://aepacoop.org).
7/30, 8/6 - COL-ND-2022



AFFIDAVIT OF PUBLICATION

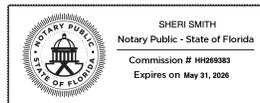
State of Florida, County of Broward, ss:

Anjana Bhadoriya, 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, July 30, 2025, Wednesday, August 6, 2025
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.

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 08/07/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

**AEPA #026 – Legal Notice
Notice to Vendors**

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 31 State Member Agencies until:

**1:30 p.m. ET, September 16 ,
2025**

Solicitations : 026-A Furniture, 026-B Health and Wellness, 026-C LED Lighting Supplies & Equipment, 026-D Technology Catalog, 026-E Student Transportation Solutions, 026-F EMS Supplies & Equipment, and 026-G HVAC Equipment & Installation.

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://aepacoop.org/registration-solicitations/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on July 31 , 2025. Note that Vendors must be able to provide their proposed products and services in up to 31 states.

Solicitations will be publicly opened after **1:30 p.m. ET, September 16, 2025** at Lakes Country Service Co-operative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPACOOOP.org. (Jul. 30; Aug. 6, 2025)

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Cooperative Purchasing Network
N/A
D-3-AII

N/A
D-3-AII

Section-Page-Zone(s):
D-3-AII

Advertiser:
Agency:
Description:

0000521276-01
N/A
1 Col x 3.57 in
0

Ad Number:
Insertion Number:
Size:
Color Type:

The Minnesota Star Tribune
Business
Wednesday, August 6, 2025

GENERAL POLICIES
Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust your bill, but only if we receive notice on the first day the ad is published. We limit our liability in this way, and we do not accept liability for any other damages which may result from error or omission in an ad. All ad copy must be approved by the newspaper, which reserves the right to request changes, reject or properly classify an ad. The advertiser, and not the newspaper, is responsible for the truthful content of the ad. Advertising is also subject to credit approval.

Legal Notices

PUBLIC NOTICE:

Pursuant to Mn Statute 168B.06 SUB D.2 the following impounded items will be auctioned at Twin Cities Transport & Recovery - 3760 Flowerfield Rd. Blaine MN 55114 763-784-7501

"If it is impossible to determine with reasonable certainty the identity and address of the registered owner and all lienholders, the notice shall be published once in a newspaper of general circulation in the area where the motor vehicle was towed from or abandoned. Published notices may be grouped together for convenience and economy."

- All of the listed items have the right to reclaim in accordance with Mn Statute 168B.06 Subdivisions 1-5

- All unclaimed items constitute a waiver by them of all right, title, and interest in the contents and consent to sell or dispose of the contents under section 168B.08

Proposals for Bids

AEPA #026 - LEGAL NOTICE

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 31 State Member Agencies until: 1:30 p.m. ET, September 16, 2025

Solicitations: 026-A Furniture, 026-B Health and Wellness, 026-C LED Lighting Supplies & Equipment, 026-D Technology Catalog, 026-E Student Transportation Solutions, 026-F EMS Supplies & Equipment, and 026-G HVAC Equipment & Installation.

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://aepacoop.org/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on July 31, 2025. Note that vendors must be able to provide their proposed products and services in up to 31 states.

Garage Sales - NW, SW & W Suburbs

Multi family garage sale 8/7-9. 14573 Carriage Lane NE, Prior Lake. Camping gear, household, furniture, shelves, books, decorative items, pots/pans, bikes

Place a classified ad today.

Mortgage Foreclosures

25-118428

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, THAT default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: July 1, 2016
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$137,000.00
MORTGAGOR(S): Ervin Moore, a married man
MORTGAGEE: Mortgage Electronic Registration Systems, Inc.
TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.
MIN#: 10086710000532869

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE:

American Mortgage & Equity Consultants, Inc.
SERVICER: Nationstar Mortgage LLC

DATE AND PLACE OF FILING:

Filed July 1, 2016, Hennepin County Registrar of Titles, as Document Number 105363656

ASSIGNMENTS OF MORTGAGE:

Assigned to: Lakeview Loan Servicing, LLC

LEGAL DESCRIPTION OF PROPERTY:

Lot 8, Block 8, "Le Baron's First Addition to Minneapolis"

REGISTERED PROPERTY:

PROPERTY ADDRESS: 5131 Dupont Avenue North, Minneapolis, MN 55430

PROPERTY IDENTIFICATION NUMBER:

12-118-21-22-0173 COT# 1472818

COUNTY IN WHICH PROPERTY IS LOCATED:

Hennepin

THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE:

\$123,410.68

THAT all pre-foreclosure requirements have been complied with;

that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT, to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: March 18, 2025, 10:00AM

PLACE OF SALE:

Sheriff's Main Office, Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415 to pay the debt secured by said mortgage and taxes, plus the costs and disbursements, including attorneys fees allowed by law, subject to redemption within 6 months from the date of said sale by the mortgagor(s) or the personal representatives or assigns.

TIME AND DATE TO VACATE PROPERTY:

If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property, if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23, is 11:59 p.m. on September 18, 2025, or the next business day if September 18, 2025 falls on a Saturday, Sunday or legal holiday.

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED FOR AGRICULTURAL

216 General Announcements

SAINT PAUL CLASSIC BIKE TOUR
Enjoy a Music Festival on Wheels!
Sunday, September 7, 2025
Scenic routes of 13 to 32 miles with live music at every stop!
Explore more at BikeClassic.org

324 Collectibles

PAYING CASH (no check)
for gold/10k, 14k, 18k, 22k & dental; silver coin, sterling flatware, jewelry, Rolex+ watches, QVC/HSN, antique items, old comics/sports cards, collectibles. House calls/office visit, 46 yrs bus. BBB A+/WCCO #1 Appraiser/Google 4.9 stars. Call for free advice/appt. 9am-9pm/7 days a week.
Mark & Susan 612-802-9686

404 Dogs

Bernese Mountain Dog AKC Puppies
Shots/vet checked, family farm raised, 9 weeks. Very social! \$1,100. 320-808-8423

ENGLISH SPRINGER PUPS AKC \$800. For more info call or text: 641-425-1558. Pics on request!

English Springer spaniel puppies AKC registered Springer spaniel puppies. Ready on August 15th. Shots and information text or call: 507-273-4764. \$1,200.00 507-273-4764

German Shepherd AKC blk/tan/bl ec temp, OFA, vet ck, 40 yrs. \$2,000. 763.203.5725 www.bartellhaus.com

GOLDEN IRISH PUPPIES DOB 6/14, 5M, 1F. SHOTS AND VET CHKD. \$750 Stanley, WI 715-644-2219

Golden Retriever Pups Mom Dad AKC. Available to be seen. Males Females. Got home August 28th. Shots and Chipped. \$1,500.00 612-384-9693

PEMBROKE WELSH CORGI AKC 3F. 12 wks, 2 trl, 1 red & white. Vet work up to date. \$1,100. 612-221-6531

633 APTS & CONDOS

UNFURN. NW, SW & WEST SUBURBS

Golden Valley/New Hope 2701 Xylon Ave 1br/1ba Apts. Huge newly remod 2BR! Scrn porch, new carpet, walk-in closets, sec sys, new D/W, central AC, on bus. Free gar. Heat & NA PP EA. Was \$1695, now \$1650! Avail now. 612-670-1104

687 Roommates Wanted

Roommate wanted Upstairs 2BR, full bath, lg walkthrough closet, split utilities, \$1,300. Quite safe neighborhood. 763-260-3111 please text

Mortgage Foreclosures

PRODUCTION, AND ARE ABANDONED.

Dated: January 16, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: March 4, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for April 22, 2025, at 10:00 AM, has been postponed to April 22, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by October 22, 2025. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: April 1, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for April 22, 2025, at 10:00 AM, has been postponed to July 1, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by November 27, 2025. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: May 2, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage
LOGS Legal Group LLP

Mortgage Foreclosures

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for July 1, 2025, at 10:00 AM, has been postponed to August 5, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by February 5, 2026. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: June 25, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for August 5, 2025, at 10:00 AM, has been postponed to November 4, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by May 4, 2026. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: July 1, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for August 5, 2025, at 10:00 AM, has been postponed to November 4, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by May 4, 2026. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: July 1, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for August 5, 2025, at 10:00 AM, has been postponed to November 4, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by May 4, 2026. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: June 26, 2025
NewRez LLC d/b/a Shellpoint Mortgage Servicing
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118593

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, THAT default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: April 7, 2020

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$338,594.00

MORTGAGOR(S): Jorge Figueroa and Marian J. Figueroa, husband and wife

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

MIN#: 100820997683417045

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE:

Caliber Home Loans, Inc.
SERVICER: NewRez LLC, d/b/a Shellpoint Mortgage Servicing

DATE AND PLACE OF FILING:

Filed April 17, 2020, Dakota County Recorder as Document Number 3365304

ASSIGNMENTS OF MORTGAGE:

Assigned to: NewRez LLC d/b/a Shellpoint Mortgage Servicing

LEGAL DESCRIPTION OF PROPERTY:

0/2, Block 2, COUNTRY HILLS 3RD ADDITION

PROPERTY ADDRESS: 14077 Dane Avenue, Rosemont, MN 55068

PROPERTY IDENTIFICATION NUMBER: 04-0302-02-00

COUNTY IN WHICH PROPERTY IS LOCATED: Dakota

THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$317,961.17

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT, to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: April 24, 2025, 10:00AM

PLACE OF SALE:

Sheriff's Main Office, Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415 to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorneys fees allowed by law, subject to redemption within 6 months from the date of said sale by the mortgagor(s) or the personal representatives or assigns.

TIME AND DATE TO VACATE PROPERTY:

If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property, if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23, is 11:59 p.m. on October 24, 2025, or the next business day if October 24, 2025 falls on a Saturday, Sunday or legal holiday.

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED FOR AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

Dated: February 28, 2025
NewRez LLC d/b/a Shellpoint Mortgage Servicing
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118593

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for April 24, 2025, at 10:00 AM, has been postponed to May 27, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by February 5, 2026. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: April 21, 2025
NewRez LLC d/b/a Shellpoint Mortgage Servicing
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118593

NOTICE OF ASSESSMENT LIEN FORECLOSURE SALE

NOTICE IS HEREBY GIVEN THAT default has occurred in the conditions of Minnesota Statutes Chapter 515B ("Chapter 515B") and in the conditions of the Declaration of 1900 Fourth Avenue Condominium Common Interest Community No. 1331, Hennepin County, Minnesota, dated November 15, 2004, and recorded in the office of the Registrar of Titles as Document No. 11363037. Said amount due and claimed to be due to the Association on the lien described herein, on (the date of this Notice) includes unpaid annual assessments and/or late fees, unpaid special assessment installments, unpaid repair charges (assessments), unpaid attorney's fees incurred by the Association with regard to said real property and/or charged by the Association, and/or charged by the Association to the Lienee, all pursuant to the Association after the date of this Notice, with all other unpaid amounts to be, in addition to the Debt, part of said lien in favor of the Association and subject to this foreclosure (or any other foreclosure) of such unpaid amounts are, or

Mortgage Foreclosures

Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118593

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for May 27, 2025, at 10:00 AM, has been postponed to July 1, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by January 1, 2026. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: May 23, 2025
NewRez LLC d/b/a Shellpoint Mortgage Servicing
Assignee of Mortgage
LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgage
1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060
25-118593

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for July 1, 2025, at 10:00 AM, has been postponed to August 5, 2025, at 10:00 AM, and will be held at sheriff's main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by May 4, 2026. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

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 07/30/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	521276
StarTribune 08/06/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	521276

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: 08/07/2025

Diane E. Rak Kleszyk



Notary Public



Invitation for Bid AEPA #026-D TECHNOLOGY CATALOGS

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 16, 2025, 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/>. Bonfire has recently changed its name to EUNA Procurement. Therefore, the names Bonfire and EUNA Procurement are interchangeable in this solicitation.

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 thirty-one states including Arkansas, 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 16, 2025, at 2:00 p.m. ET. at EducationPlus, 1460 Craig Road, St. Louis, MO 63146.

The online opening link is below:

<https://us06web.zoom.us/j/85896115580?pwd=DOTCZooyJWXAlubz66IBckFnr80xp4.1>

Meeting ID 858 9611 5580

Bid & Contract Timeline:

July 31, 2025	Release of IFBs/RFP via Bonfire
August 18, 2025	Voluntary Pre-Bid Conference Call
August 29, 2025	Deadline for questions from Respondents
September 16, 2025	Deadline for Submittals and Reading via Bonfire
September 17, 2025	Opening Record posted on the AEPA website, www.aepacoop.org
December 1-3, 2025	AEPA Approval of Offers
After December 3, 2025	Director of Solicitations submits contracts to AEPA Member Agencies to be forwarded to Vendor Partners for signature
	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, <https://aepacoop.org/registration-solicitations>. 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. 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 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 on procurement costs 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 deadline 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 accessing this solicitation through Bonfire can be directed to the Director of Solicitations at 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 90 percent of the AEPA Member Agencies indicating an interest in participating in the categories being solicited, or at least one Region for solicitations involving a Regional component. 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 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 EducationPlus, ATTN: Purchasing Dept., 1460 Craig Road, St. Louis, MO 63146 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. If the designated location for receiving the bid 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.

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 after 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 as 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 and Market Baskets) 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. Be sure to complete the **REQUIRED** tabs as outlined in Part F.
3. **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. Submitted responses will be opened, and the Opening Record 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 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 the 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 in a manner other than via Bonfire; 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 fulfill the contract requirements with integrity and reliability, which will ensure 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 are 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 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 for a Catalog Bid is as follows;
 - i. 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.

G. Contract Award and Implementation

An AEPA category committee will perform an 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 approved by the AEPA Board, each Member Agency will be provided with a copy of Part E Signature Forms (contract) to complete and send to the Vendor Partner. Each AEPA Member Agency will review, evaluate, and determine which Vendor Partner, if any, it will award contracts to.

If necessary, the approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if allowed by state laws, prior to the Member Agency submitting the contract to the Vendor Partner, 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, fliers, 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 fliers, 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 PDF example included along with other solicitation documents in Bonfire) and submit them 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 to AEPA, 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. At the Annual Meeting, Vendor Partners participate in engagement activities with 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, the National Institute of Governmental Purchasing, and the National Association of Educational Procurement.
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 contracts awarded. Materials may include, but not be limited to, a website presence, electronic mailings, sales fliers, 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 an opportunity to interact with Vendor Partners.

IV. Category Specifications

1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 31) in the category of Technology Catalogs, whether one for General Hardware and Software products or one for General Audio-Visual Products.

- a. Respond to requests from a number of different types of educational, governmental, and public institutions seeking electronic technology equipment, supplies, and accessories.
- b. These parts and supplies will include but are not limited to electronic devices (see Section IV.9).
- c. Types of services may include, but are not limited to consulting, imaging, asset tagging, installation, licensing, and ongoing services.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular product lines available but see Section IV.8.1.2.

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of technology products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from bidders whose business concentrates or includes a subset or feature of technology commerce such as 1) hardware and software products, 2) Audio-Visual products, 3) Cloud Services, or 4) presence of HUB programs.

2. Type of Bid

AEPA requests bidders to submit pricing in the form of either “catalog pricing,” or “line-item pricing.” This category is constructed in the form checked below. An explanation of each can be found on the table below. Additional information on permissible pricing strategies can be found in Part B – General Terms and Conditions under “Pricing.”

This bid is considered a:

YES	NO	TYPE OF BID
X		CATALOG: A catalog bid is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The bidder offers a fixed discount(s) off retail price or prices in a Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the bidder. See Pricing section for detailed information on Catalog Pricing.
	X	LINE ITEM/CONSTRUCTION: A construction/installation line-item bid is utilized when the products and services solicited cannot be identified or listed as a single unit; consists of a number of different variables and configurations, it is necessary to identify the specific project or application; the end product or solution is made of individually priced elements or components and the end product’s or solution’s cost is derived by the Vendor Partner specially prepared and providing a quote based on the project’s terms, conditions and requirements.

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3. Anticipated AEPA Member Agency Participation

State	Participate?	Other States Member Sells In
Arkansas	Yes	
California	Yes	AZ, NV, HI
Colorado	Yes	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	Yes	
Indiana	Yes	
Iowa	Yes	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	Yes	
Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	Yes	
New Mexico	Yes	
North Carolina	Yes	
North Dakota	Yes	SD
Ohio	Yes	
Oregon	Yes	
Pennsylvania	Yes	DE, HI, MD, NY
South Carolina	Yes	NC
Texas	Yes	
Virginia	Yes	
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 bid award. The AEPA Member Agency’s contracting decision shall be final.

4. Anticipated Volume

Technology Catalogs is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately four hundred twenty million dollars (\$420,000,000) in sales in the first contract term. 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 Bidders in preparing responses only. It is not to be considered a guarantee of volume. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference

AEPA will host a voluntary pre-bid conference call for any interested Bidders or potential Bidders. First, there will be a call that will include general information about AEPA and an opportunity for Bidders or potential bidders to ask questions. There will then be separate calls, one for each category in the solicitation cycle, in which the focus will be on the individual AEPA categories being bid in this cycle. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No preregistration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Solicitation Conference Call Schedule (All Categories)

August 18, 2025

Solicitations	Eastern	Central	Mountain	Pacific
AEPA 026 Voluntary Pre-Bid Conference Call - All Categories	11:00 a.m.	10:00 a.m.	9:00 a.m.	8:00 a.m.
Furniture Category	12:30 p.m.	11:30 a.m.	10:30 a.m.	9:30 a.m.
Health & Wellness Category	1:00 p.m.	noon	11:00 a.m.	10:00 a.m.
LED Lighting Category	1:30 p.m.	12:30 p.m.	11:30 a.m.	10:30 a.m.
Technology Catalog Category	2:00 p.m.	1:00 p.m.	noon	11:00 a.m.
Student Transportation Category	2:30 p.m.	1:30 p.m.	12:30 p.m.	11:30 a.m.
Emergency Response Supplies & Equipment Category	3:00 p.m.	2:00 p.m.	1:00 p.m.	noon
HVAC Equipment and Installation Category	3:30 p.m.	2:30 p.m.	1:30 p.m.	12:30 p.m.

Conference Call Number/Online Connection:

<https://us06web.zoom.us/j/81233120395?pwd=WBuvwDgqWERkUvacCaffaq9qP0s9aj.1>

Meeting ID: 812 3312 0395

Passcode: 585895

Dial In Information: +1 564 217 2000 US

Meeting ID: 812 3312 0395

Passcode: 585895

6. 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 industry.

a. **Cloud Services:** "Cloud Services" is considered a general term for various hosted services delivered over the internet. It is the use of remote, rented or leased servers and/or space to store and manage data, rather than the use of a local, privately maintained server. Cloud Services can include a wide range of applications,

brands, and platforms with services ranging from mere data storage, uploading and downloading files, or real-time integrations, to email applications, to disaster recovery, platform as a service, software as a service or other designs as a vendor may define. For the purpose of qualification in this category, AEPA expects customizable Cloud Services from the Vendor Partner, distinct from third-party, single-purpose apps such as Microsoft Outlook, Dropbox, Adobe Creative Cloud, and Sharefile, but inclusive of platforms such as, but not limited to AWS, Google Cloud Platform, Microsoft Azure, Oracle Cloud Infrastructure, IBM or a bidder's private label brand.

b. Catalog: "Catalog" is a grouping of products and services representing merchandise and services from multiple manufacturers aggregated by a company for a one-stop shopping experience in the form of a commercially available published paper book, booklet, single website, or mobile application.

c. Commercially Available Catalog: A "Commercially Available Catalog" is a publication of products and services uniformly visible to a wide population or set of businesses across the United States. This is as opposed to being a one-off catalog created for the purposes of responding to this solicitation for bids or a narrow niche catalog targeted to a small geographic location or specific group of business. Prices published in this print or website catalog will be considered its "Commercially Available Catalog" or "Base Pricing," the purpose being that a Bidder will not be able to create an artificial Base Price to affect an unfair or corrupt offer in response to this IFB. All pricing shall be in US Dollars. Base pricing will be used in the calculation of a Final Effective Price for Rest-of-Catalog products, when the Bidder's discount quote is factored in.

d. Historically Under-Utilized Business: An "Historically Under-Utilized Business" (HUB) is a category of companies that have traditionally failed to reap the benefit from full and equal procurement opportunities. Typically, these types of companies may include women-owned, disabled veteran-owned, and minority-owned businesses or operations defined as small business, micro businesses, or businesses operating in enterprise zones. For the purpose of the IFB, a bidder opting to offer a HUB program. may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play. However, the bidder must ensure that the partner-authorized HUBs provide a "Commercially Useful Function." In evaluating bids, no pricing advantages are calculated in favor of a bidder offering a HUB program.

e. Commercially Useful Function: As it relates to HUB businesses, a "Commercially Useful Function" (CUF) is work that is integral as part of sales, delivery or supply-chain solution, and not a mere facade for the pass-through of goods. Examples of HUB work that qualify as a CUF include instances when HUBs:

- Execute a specific element of the scope of work, including supplying of goods and services.
- Provide specialized services and work that is normal for the firm's assortment of business services.
- Are fully or partially responsible for paying for wholesale materials, conducting sales, installation of products, and delivery of products.
- Do not subcontract a portion of the work greater than expected by industry practices.
- Act as resellers, buying products wholesale from the Awarded Vendor/Contractor.

f. General Catalog: As it relates to categories, "General Catalog" in Part A refers either to the General Hardware and Software category or the General Audio-Visual category of bids and awards. It is an assortment of products within the Commercially Available Catalog. Cloud Services are a subcategory that may also be within the General Catalogs of services. Although HUB Services is a subcategory for award purposes, it is not a set of products that is priced; it is a method of operations, sales, and service.

7. Special Terms and Conditions:

7.1.1.	The Vendor Partner will pass through any manufacturer warranties on all products sold and make available instructions to buyers on how to claim rights on a warranty when necessary.
7.1.2.	The Vendor Partner will endeavor to include products in its catalog that are made in the United States of America.
7.1.3.	The Vendor Partner will endeavor to include products in its catalog that are Green Star certified or ecologically friendly.
7.1.4.	Limitation of Liability. Neither party will be liable for any special, punitive, indirect, incidental or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage, or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages.

8. General Specifications:

Item	Description
8.1.1.	The Vendor Partner will have access to a full inventory of its Commercially Available Catalog.
8.1.2.	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95 percent or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level. Relief may be granted by a state Member Agency or the AEPA Oversight Committee in cases of national supply disruptions due to war, tariffs, pandemics, or other widespread aberrations affecting trade and commerce.
8.1.3.	Orders must be shipped within forty-eight hours after receipt of an order 90 percent of the time. The Vendor Partner must notify the buyer if the product ordered cannot be shipped within this time period. The buying agency may agree to a delay or secure the product elsewhere.
8.1.4.	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resale directly from the manufacturer(s) or the manufacturer's approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA-recommended contract. This includes any HUB partners for sales.
8.1.5.	All charges and components necessary for the performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
8.1.6.	If the Vendor Partner intends to use independent agents/distributors, subcontractors and/or third-party agents to perform and/or provide any part of the products and services offered herein, the Vendor Partner must identify all providers and any and all associated costs with these providers. A request form will be available for adding additional independent agents/distributors, subcontractors, and/or third-party agents after the solicitation due date, and throughout the term of the contract. The Vendor Partner will submit the completed form to the Category Chair for consideration and determination.
8.1.7.	Optional services must be identified and priced separately and must include clear descriptions of proposed services. For this bid, optional services include sub-categories for "Cloud Services," and "HUB Status."

8.1.8.	Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.
8.1.9.	Vendor Partners will be required to provide their complete product offerings in an electronic catalog upon request.
	When providing a Commercially Available Catalog on a website or through other digital means, the bid-discounted prices must appear for each product or service.
8.1.10.	Packing slips shall accompany all deliveries and shall contain buyer's purchase order number, vendor's name, and name of article. Cartons shall be identified by purchase order number and vendor name.
8.1.11.	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform members of anticipated availability date for unfilled and partial orders.
8.1.12.	All products sold by the Vendor Partner must be new, unless specifically identified within a category of products such as "remanufactured" or "refurbished," where such remanufactured or refurbished products have a commercially available price and an applicable bid discount formula. Awarded vendor must be able to offer the newest versions of software and equipment available from manufacturers.
8.1.13	A bidder's Commercially Available Catalog must advise customers of applicable return policies or any money-back guarantees.
8.1.14.	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
8.1.15.	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the buyer reserves the right to return the product. The Vendor Partner agrees to pay for the cost of any returned product due to a pricing error.
8.1.16.	Vendor Partner shall provide a Material Safety Data Sheet for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.

9. Product | Category Specific Specifications:

Item	Description
9.1.0.	Hardware and Software Catalog
9.1.1.	For the Hardware and Software Subcategory, a Commercially Available Catalog must include a minimum of 300 different brands with a minimum of 100,000 Products.
9.1.2.	The assortment of products must include: laptops, desktops, tablets, Chromebooks, and servers; multiple lines of enterprise hardware and software; networking equipment and related software; furniture, cabinets, racks, charging stations, and charging carts; operating system software; printers; calculators, interactive whiteboards; peripherals and accessories; Original Equipment Manufacturer (OEM) ink and toner and OEM-equivalent ink and toner; extended warranty and maintenance plans; administrative, office, instructional, and software with license options; security and surveillance Products; drones; projectors; and phones, voice-over-IP, and videoconferencing equipment and software; uninterrupted power equipment, scanners, operating software, business application software, educational software, and related services.
9.1.3.	Vendor Partner shall have an electronic online catalog, including search capabilities, browsing, a shopping cart, acceptance of purchase orders, posting of the exact contract price, order confirmation. Other desired features include the ability for an agency to set up users within agency accounts, set purchasing authorization limits, views of order history, order tracking, online returns, and quoting.

9.1.4.	A Vendor Partner must agree to assign a dedicated contract manager (one authorized to make decisions) to a Member Agency’s account. This employee will have a working knowledge of the contract and all contract documents in his or her possession.
9.1.5.	Major software operating systems as they may exist in isolation or as part of a device with unique configurations, licenses, or subscriptions, such as Apple MacOS, Microsoft Windows, Google’s Android OS, Linux Operating System, Apple iOS and Chrome OS, plus major daily work applications with any available configurations, licenses, or subscriptions, including Adobe software products, and Adobe Creative Cloud, Microsoft Office, Microsoft 365, and Google Workspace. Networking, data. and server software with examples such as Microsoft Power BI and Azure, Barracuda, Arcserve, VMware, and SolarWinds and other equivalents.
9.2.0.	Audio-Visual Catalog
9.2.1	For the Audio-Visual Subcategory, a Commercially Available Catalog must include minimum of 100 different brands with a minimum of 50,000 Products.
9.2.2	The assortment of products MUST include: projectors; electronic whiteboards; soundboards; public address systems; mixers; headsets; microphones; speakers; displays; monitors; control systems; screens; video, still, and document cameras; televisions and TV production equipment; studio equipment; audio and video recording equipment; carts, mounts, cases; and related accessories.
9.2.3	Vendor Partner shall have an electronic online catalog, including search capabilities, browsing, a shopping cart, acceptance of purchase orders, posting of the exact contract price, order confirmation, Other desired features include the ability for an agency to set up users within agency accounts, set purchasing authorization limits, views of order history, order tracking, online returns, and quoting.
9.2.4	A Vendor Partner must agree to assign a dedicated senior-level contract manager (one authorized to make decisions) to a Member Agency’s account. This employee will have a working knowledge of the contract and all contract documents in his or her possession.

10. Sub-Categories:

1 - A Comprehensive General Hardware and Software Catalog that includes Cloud Services

2 - A Comprehensive General Audio-Visual Catalog that Includes Cloud Services

3 - A Comprehensive General Hardware and Software Catalog that includes a HUB Program

Item	Description
10.1.0	Cloud Services within a General Catalog
10.1.1	<p>AEPA members will entertain bids and separate awards to the lowest bidder in the respective categories for general catalogs that include Cloud Services.</p> <p>To be responsive for an award in either of these two sub-categories, a bidder’s offer must meet the following specifications that include a) a Cloud-hosted file storage & sharing solution, b) backup and disaster recovery solutions, c) Cloud-hosted virtual servers or desktops, (e.g., IaaS, DaaS), and d) collaboration platforms (e.g., email, calendaring, productivity suites)</p>

10.1.2	<p>Performance Metrics (The solution offered may be on any private or branded platform, but must meet these minimum performance metrics for all AEPA members)</p> <ul style="list-style-type: none"> • Speed (Access & Retrieval): <ul style="list-style-type: none"> ○ Minimum: 99 percent of file retrievals within three seconds for files <50 MB, tested under standard US K-12 bandwidth conditions. • Uptime/Availability: <ul style="list-style-type: none"> ○ Minimum SLA of 99.9 percent uptime monthly, excluding scheduled maintenance (define acceptable maintenance windows). • Latency & Region: <ul style="list-style-type: none"> ○ Must utilize US-based data centers (to meet CIPA & FERPA requirements) with sub-100ms latency for standard web services.
10.1.3	<p>Baseline Storage & Scalability</p> <ul style="list-style-type: none"> • Minimum one TB per 100 users, scalable in 100 GB increments. • Must specify unit pricing per TB per year. • File Size Support: <ul style="list-style-type: none"> ○ Max individual file size of at least 10 GB.
10.1.4	<p>Privacy & Security Compliance</p> <ul style="list-style-type: none"> • Must comply with FERPA, CIPA, HIPAA (if applicable), and state privacy laws • Must be SOC 2 Type II certified (or equivalent third-party attestation)
10.1.5	<p>Encryption</p> <ul style="list-style-type: none"> • Data encryption in transit and at rest (AES-256 or better)
10.1.6	<p>User Controls</p> <ul style="list-style-type: none"> • Multi-factor authentication (MFA) support • Role-based access controls (RBAC)
10.1.7	<p>Incident Response</p> <ul style="list-style-type: none"> • Report breaches within forty-eight hours of discovery
10.1.8	<p>Support & Service</p> <ul style="list-style-type: none"> • Support Hours must, at a minimum, include 24/7/365 support with a response time of less than one hour for critical issues
10.1.9	<p>Training</p> <p>Include at least four hours of remote training per 100 users, with pricing for optional on-site training per day.</p>
10.1.10	<p>Migration Support & Exit Strategy</p> <ul style="list-style-type: none"> • Must include initial data migration of up to five TB as part of base price. • Additional migration priced per TB.

10.1.11	<p>Data Portability</p> <ul style="list-style-type: none"> Guarantee full data export in usable format (CSV, JSON, or native) within thirty days of contract end.
10.1.12	<p>Pricing Format</p> <p>To be responsive, bidders must provide unit pricing for these specific, comparable units:</p> <ul style="list-style-type: none"> Per TB/year storage cost. Per virtual desktop or virtual server instance (specify min. specs, e.g., 4 vCPU, 16 GB RAM). Per seat/license for collaboration platforms. Migration or portability cost per TB. Training costs per hour/day. Overage costs for bandwidth/storage.
10.1.13	<p>Other Pricing Options</p> <p>As long as they are priced with a bid discount on Part F, other comprehensive cloud-related services may be covered by this bid, including, but not limited to the following:</p> <ul style="list-style-type: none"> Built-in ransomware protection & rollback. Integration with district's Single Sign-On. Advanced data loss prevention (DLP) capabilities. Parental access/guardian monitoring features. A priced category of "Other Unique Services" required for a district solution even if not currently defined but later found necessary for a buying agency's solution.
10.2.0	<p>HUB Programs</p>
10.2.1	<p>Optional: In junction with a bid for a General Hardware and Software catalog, a bidder may include, as part of its offer, a program for the inclusion of HUB businesses to fulfill its obligations under this contract. If offering such a program, the bidder must include a separate attachment to its bid packet describing the program, the roles of HUB businesses, and naming the HUB businesses that may be included at the onset of the program. If awarded a contract, the Vendor Partner may change participating companies from time to time, and the participating HUB businesses must be reported to the Technology Oversight Committee, no less than once a quarter if there are any changes.</p>

11. Shipping and/or Freight:

Item	Description
11.1	Orders that are \$500.00 or more shall include standard shipping in the total price. Vendor Partner shall bid a flat rate for all orders that are less than \$500.00 regardless of where to be shipped in the continental United States.

12. Pricing

AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices

Notwithstanding terms set forth elsewhere, an Awarded Vendor, upon request from a buyer, may offer a voluntary price reduction from the awarded bid price. Such price reductions are discretionary on the part of the Awarded Vendor who has no obligation to give the same or similar discount to another Eligible Entity unless a buyer is using federal funds, and such equalization is required under federal Lowest Corresponding Price rules.

The bidder must provide their pricing as requested utilizing the various pricing methodologies specified. The bidder or Vendor Partner must agree that they will offer bid prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. Please note the following that relate to pricing:

1. **Primary Pricing Strategies:** All Bidders will be required to submit “Primary Pricing” in the form of either “Catalog Pricing” or “Line-Item Pricing.” Bidders are also encouraged to offer optional pricing strategies including “Hot List” and “Volume Discounts.”
 - a. **Catalog Pricing:** Catalog pricing is used when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder must offer fixed discount(s) off of the prices in its Commercially Available Catalog. The discounts may be for the entire Commercially Available Catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder. A spreadsheet of up to one million items contained within the bidder’s Commercially Available Catalog must be attached in Section F. If one million lines is not enough, a separate stand-alone spreadsheet may be attached to the electronic bid form. The prices in the spreadsheet must show the final effective discount from the base price after the application of the bid discount. Bid discounts must match the percentages listed on the Discounts Spreadsheet.
 - i. **Discounts:** Discount offers must clearly identify percent discount to apply to the Commercially Available Catalog, whether by manufacturer, MSRP, retail or nationally published price lists or other types of categories, groups, or commodity codes. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers, and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) formulas during the term of the contract. A zero-percent discount is permitted. Discounts should be identified as a single minimum discount percentage for each line; ranges of discounts, or discount averages, will not be allowed on a single line.
 - ii. **New Catalogs/Price Changes:** Prices may change during the term of the contract only if applicable to the Commercially Available Catalog. Bid discounts may not change and are fixed. New catalogs may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Bid discounts will apply.
 - iii. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year.

New products or manufacturers added after the award may only be included if they fall within an established percentage discount category of the original bid submission. Alternatively, for new products or manufacturers not included in the original bid submission, the bidder must stipulate a minimum catalog discount on Tab F.1 of the Part F Pricing Workbook, that would apply to new products or manufacturers. Bidder may stipulate discounts off specific brands or lines of goods or state a minimum discount that would apply universally to any additions made after the original bid submission (see Sample below). Products that do not align with either of these existing discount structures cannot be added.

		Part F.1 – Catalog Discount for Items in a Commercially Available Catalog	
		AEPA #XXX-X Widget Equipment and Supplies	
Bidding Company Name:		<i>Acme Widget Company</i>	
Name of Catalog:		<i>Special Widgets</i>	
Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc.			
		Part F.1 is a SAMPLE FORM	
No.	Grouping of Discount	Discount Offered	Comments
1	Blue Special Widgets	15%	
2	Green Special Widgets	14%	
3	Red Special Widgets	16%	
4	Any new products or manufacturers added after initial bid	5%	This is a minimum discount. Actual discounts at the time products or manufacturers are added may be at a higher discount percentage.
5			

2. **Secondary Pricing Methods (Catalog Bids only)** Bidders may offer Customized Price Lists and are encouraged to offer Hot Lists and Volume Discounts as follows:

a. **Customized Price List:** Bidders may offer customized price lists to Participating Entities for items within the Bidder’s Commercially Available Catalog for Catalog Bids. Customized price lists shall be allowed under the following conditions:

- i. Items within the Vendor Partner’s Commercially Available Catalog may be included on the customized price list. Items are to be suggested by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
- ii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount).
- iii. Items may not include special order or customized service products unless agreed to by the Vendor Partner.

b. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time limited reductions are permissible. The price reduction is for a specific time period, no less than thirty (30) days. This pricing may be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such. The original price for products/services may not be exceeded after the time limit. The AEPA Category Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities. Pricing for all Hot List items must be updated on the Vendor Partner’s online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.

3. **Part F - Pricing Workbook**

- a. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the f..
 - F.1 – Catalog Discounts (Required)
 - F.2 - Price Schedule for all products in a bidder’s Commercially Available Catalog for Hardware and Software products, up to one million products. (Required, if bidding the Hardware and Software Category).
 - F.3 - Price Schedule for all products in a bidder’s Commercially Available Catalog for Audio-Visual Products, up to one million products. (Required, if bidding the Audio-Visual Category).
 - F..4 – THIS TAB IS INTENTIONALLY OMITTED

- F.5 – Cloud Services Rates and Pricing Scenario. This spreadsheet is required if the bidder is making an offer to include Cloud Services as part of one of the general catalogs. Bidders may also upload separate spreadsheets as long as they contain the minimum information as described on (Required for Cloud Services)
 - F.6 – Services Price Schedule (Optional) Services will not be considered bid-protected or part of the contract if a service rate card or schedule is not included with the bid for evaluation.
 - F.7 – Volume Discounts (Optional)
 - Bidders are instructed to include warranty information and incidental charges and fees on Table F.6 of the Part F Pricing Workbook or on additional sheets in the Excel pricing document. Bidders may not charge incidental charges or fees unless such incidental charges and fees are included in the bid. Responses such as “negotiable” or “to be determined” are not acceptable and will be treated as if Bidder did not include such incidental charges or fees in their bid.
- b. Bid pricing will be evaluated on a combination of items with common SKUs from both the Market Basket and Rest-of-Catalog Price Schedules.
- c. Pricing evaluation may include considerations, other than product cost, including the total cost of the acquisition and whether the Proposer’s offering represents the best value. See the section on Evaluation, Approval and Award below.

5. 4. Evaluation, Approval, and Award

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed for AEPA’s definition of Responsive and Responsible bids.

As a part of the process of determining responsible Respondents, 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).

Within the category of Technology Catalog as a whole, there is the potential for five awards, but only one winner in each subcategory, each to the lowest responsive, responsible bidder.

A catalog recommended for award shall be inclusive of all items in that catalog, even if there is overlap with other categories. For example, a recommended award for a General Hardware and Software catalog may include cameras normally found in an Audio-Visual category if they are in the company’s Commercially Available Catalog and, vice versa, a display monitor typically found in a Hardware-Software catalog, may also appear in an awarded Audio-Visual catalog.

The evaluation process for all bids shall be:

- A pass-fail test on the bid’s responsiveness (e.g., bidder followed directions, and all forms are attached with correct information).
- A pass-fail test on minimum responsibility criteria (e.g., financial stability and references).
- Responsive and responsible bidders will then undergo pricing comparisons to find the lowest responsive bidder as follows:
- Determination of lowest-priced bidders and recommendations will be in the following order:
 - Responsive and responsible bidders offering Cloud Services and a General Hardware and Software catalog will be compared to find the lowest-cost bidder; an award recommendation will be made.
 - Remaining responsive and responsible bidders offering HUB programs and a General Hardware and Software catalog will be compared to find the lowest-cost bidder; an award recommendation will be made.
 - Remaining responsive and responsible bidders offering a General Hardware and Software catalog will be compared to find the lowest-cost bidder; an award recommendation will be made.

- Responsive and responsible bidders offering Cloud Services and a general Audio-Visual catalog will be compared to find the lowest-cost bidder; an award recommendation will be made.
- Remaining responsive and responsible bidders offering a general Audio-Visual catalog will be compared to find the lowest-cost bidder; an award recommendation will be made.
- Within this Technology Catalog IFB, a bidder may win one only award, which will be inclusive of the recommended vendor's Commercially Available Catalog

Bidders non-responsive in their subcategory of a Cloud Services offer or HUB offer will not be disqualified. Instead, their offer for a general catalog will be considered.

A recommendation may be made to recommend a single response, or to recommend multiple bidders based on differentiation of product or service between bidders. AEPA will vote as a whole to accept or not accept the committee's recommendation. Once accepted, each recommended bid response will go to the individual states for state-level review and 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.

Below is a summary of overall Evaluation criteria:

Evaluation Criteria
Complete Response to Bid
Conformance to Bid Terms and Conditions
Pricing Equal to or Better Than That Offered to Individual Entities or Cooperatives with Equal or Lesser Volume
Quality and Suitability of Products Offered
Marketing Plan
Financial Viability
Demonstrated Track Record of Performance in the Public Marketplace
Value Added Attributes
Cost Evaluation

[END]

PART B - AEPA General Terms and Conditions

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I. About AEPA

Welcome to this [Association of Educational Purchasing Agencies \(AEPA\)](#) solicitation. AEPA is a unique school procurement consortium established in 2000 and incorporated in 2007 under the state laws of Nevada. We are a consortium of non-profit public agencies representing thirty-one (31) states. We joined to issue simultaneous Invitations for Bids (IFB), or Request for Proposals (RFP), generating sales for vendor partners in all fifty (50) states. AEPA’s mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members’ expectations for customer service and value. AEPA is committed to accomplishing this mission lawfully and ethically, using leading-edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid or proposal that is legally performed across as many as 31 states, which have the potential to sell nationwide. You are working with up to 31 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a billion-plus-dollar procurement group through our current awarded vendors and are growing.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a way they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively solicited contracts. Participating entities may include Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize AEPA Member Agencies’ Awarded Contracts.

AEPA has an elected President, Vice President, Secretary, and Treasurer. Operations are overseen by the Executive Director. Solicitations are overseen by the Director of Solicitations. The AEPA Board representing member states meets twice per year and operates otherwise through a sophisticated committee structure.

AEPA Member Agency Information

State	Member Agency Name	Contact	Email	Students
Arkansas	Southwest Arkansas Education Cooperative	Phoebe Bailey	phoebe.bailey@swaec.org	474,337
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	tedwitt@epylon.com	5800000
Colorado	Colorado BOCES Association	Bridget Thorn	coopdir@coloradoboces.org	881,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	513,000
Florida	Panhandle Area Education Consortium	Tori Vuick	tori.vuick@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson/Elizabeth Dorman	aeapa@cpa4schools.com / edorman@cpa4schools.com	1,600,000
Indiana	Wilson Education Service Center	Brent Minton	bminton@wesc.k12.in.us	1,030,000
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hardinborbely@iltpp.org	1,925,415
Iowa	AEA Purchasing	Tracie Marshall	tmarshall@aeapurchasing.org	520,000
Kansas	The Purchasing Cooperative at Greenbush	Tina Smith	tina.smith@greenbush.org	478,858
Kentucky	Green River Regional Educational Cooperative	Amanda Turner / Scott Howard	amanda.turner@grrec.org / scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Tricia McKim	pmckim@tec-coop.org	914,959
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lsc.org	944,736
Missouri	EducationPlus	Mike Havener	mhavener@edplus.org	880,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	328,649
New Jersey	Educational Services Commission of New Jersey	Timothy Havlush	thavlush@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Robin Strauser	robin@ces.org	338,307
North Carolina	Carolinas Alliance 4 Innovation (CA4I)	Fred Payne	fred.payne@ca4i.org	1,500,000
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lsc.org	118,878
Ohio	Ohio Council of Educational Purchasing Consortia	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,920,103
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Mark Carollo	mcarollo@csiu.org	1,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I) dba Carolina Buy	Nita Werner	nwerner@carolinabuy.com	787,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Laila Sultan	lsultan@fcps.edu	1,297,000
Washington	King County Directors' Association	Bart Powelson	bpowelson@kcda.org	1,071,082
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon / Kevin Hess	jhanlon@k12.wv.us / kbhess@k12.wv.us	245,000
Wisconsin	Cooperative Educational Service Agency (CESA Purchasing) #2	Meghan Cropp	meghan.cropp@cesapurchasing.org	854,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)	Noamie Niemitalo / Benny Leonard	nniemitalo@newboces.com / bleonard@newboces.org	93,000

II. General Terms and Conditions for All Agencies

For the purposes of this Solicitation, the following terms must be defined as indicated below, and constitute the general terms and conditions for all AEPA Member Agencies:

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend AEPA pricing to. Administrative Fees must be paid to each Member Agency quarterly. Administrative fees may not exceed 2% based on volume sold net of shipping, sales and government fees.

Advertising: Vendor Partner must not advertise or publish information concerning this contract prior to the award being announced by AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner must submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in April or May) and the other in the Winter (usually in November or December). AEPA requires that all successful contract holders attend both meetings and participate in the vendor engagement activities at the Spring meeting. AEPA requests that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table in Part I of this document who are approved as AEPA members. Member Agencies participating in a particular category are listed in Part A – IV. Specifications, Item 3: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in a solicitation once the responses are reviewed and approved.

Affirmative Action: An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

Amendment of Solicitation: A solicitation may be amended up to the time of opening.

- Initial Contact with Category Committee:** A Respondent desiring appeal of a decision regarding a solicitation or a contract recommendation shall first address, in writing, the appropriate Category Committee. The Category Committee, in collaboration with the Director of Solicitations, will determine an appropriate resolution to the appeal. In addition, the Executive Director and Solicitations Committee will act as advisors in the appeal process.
- First Appeal to President:** If the issue appeal is not satisfactorily resolved, it may be submitted to the President of AEPA to determine if the appeal can be satisfactorily resolved or should be presented to the Board.

Applicable Law: The laws of the state of the respective AEPA Member Agency must govern any resulting contract of this solicitation. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, must fully apply. The Vendor Partner must comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It must be the Vendor Partner's responsibility to identify, make themselves aware of, and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserve the right to approve and award a contract to one Vendor Partner, to make multiple approvals and awards, to reject any or all offers in whole or in part, to waive any minor formalities or irregularities in any offers, and to accept offers, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended, and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Solicitation and Contract Award Form (see Part E) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract must be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner must be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies must not unreasonably withhold approval and must notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part C, (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bidder/Respondent/Offeror/Vendor Partner Definitions:

Bidder, Respondent, Offeror, and Vendor Partner are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid or Request for Proposal.

1. Prospective Respondent/Bidder/Offeror: has notified AEPA of a desire to bid by registering on the AEPA solicitation portal. "Bidder" has submitted an offer to AEPA in response to an AEPA solicitation.
2. Recommended Respondent/Bidder/Offeror: has been approved by AEPA for its AEPA Member Agencies for contract consideration.
3. Vendor Partner: has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bonfire eProcurement Platform (<https://gobonfire.com/>), AKA Euna Procurement:

An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process. Vendors must register to use Bonfire. Registration information is on the [AEPA website](#). There is no cost for vendors to use Bonfire. Bonfire has recently changed its name to EUNA Procurement. Therefore, the names Bonfire and EUNA Procurement are interchangeable in this solicitation.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Respondent. Brand names and model numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which offers are submitted. Respondents may submit alternates. However, AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the product, equipment, and/or service described in the invitation. AEPA's decision must be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment, and services under AEPA Member Agencies' awarded contracts.

Captions, Headings, and Illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for explanation only and in no way define, limit, or describe the scope or intent of the request.

Certification: By signature in the solicitation section of the Contract Award page, the Respondent certifies: the submission of the offer did not involve collusion or other anti-competitive practices; the Respondent must not discriminate against any employee, or applicant for employment in violation of Federal and State Laws; the Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer; and the Respondent agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state, and local governing authority's/jurisdiction's statutes, codes, rules, and regulations referenced and/or govern the products, services, and activities relating to and are part of this solicitation, whether or not physically noted or included, must be complied with, and adhered to as required. It is the sole responsibility of the Respondent to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Respondent for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the solicitation. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Respondent. Clarification does not allow the Respondent to revise or modify its solicitation.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible to a wide population or set of businesses across the United States. It is made available to the general public, public or nonprofit entities and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences or are targeted to a small geographic location. The prices published in a Commercially Available Catalog will be considered a company's base pricing or "commercially available pricing" for the purpose of AEPA bids or proposals. All pricing must be in U.S. Dollars. AEPA will not accept an artificial catalog or price list, or base price created for the purpose of responding to a competitive solicitation.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document must not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency defines what constitutes construction within their state statutes, and identifies the policies, rules, regulations, and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipelines; transmission line; radio, television or other towers; water, oil or other storage tanks; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction must also include leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures, or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement must clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into according to each state's procurement code must be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract **will be equal to or better than** those offered to any individual entities or cooperatives that have equal or lesser volume. If the Vendor Partner must, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Vendor Partner must notify the AEPA category committee chairperson and offer said prices, terms, warranties, and benefits to all AEPA Member Agencies. The following must be noted:

1. AEPA and its AEPA Member Agencies reserve the right to accept or reject the Respondent's offer if it is determined it does not comply with the above based on their knowledge, investigation, review, and findings of Respondents' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies must notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review, and findings, AEPA reserves the right to take the following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Preparation: Neither AEPA nor any AEPA Member Agency must reimburse the cost of developing, presenting, or providing any response to this solicitation.

Credit Hold: The Vendor Partner must agree not to place the AEPA Member Agency and/or its Participating Entity on “credit hold” without 10-days advanced notice in writing, either by letter, facsimile, or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believe it is better for the Vendor Partner if the AEPA Member Agency places the slow paying Participating Entity on “credit hold;” if a Vendor Partner places the Member Agency on credit hold, Participating Entities that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on “credit hold,” payment is more likely to result and only the offending Participating Entity is penalized.

Delivery Terms, Conditions, and Requirements

1. **Delivery:** is to be made within the specified time identified in Part A Specifications for each solicitation category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify the Buyer if an order cannot be processed within the specified period and/or the agreed-upon timelines.
2. **The title and risk of loss of material or service:** must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB Destination), and they have been accepted, unless otherwise provided within this document or individual project’s contract.
3. **Ownership of products and services** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until the separation of the purchased share has been made, delivered, and received.
5. **Shipping Terms:** (See Part A Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner must retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges must be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping must be FOB destination. The Vendor Partner must file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and must assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part A Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.

6. **Stored Materials (vendor managed inventory):** Upon prior written agreement between Vendor Partner and Buyer, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Buyer prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as the property of the Buyer and be separated from other materials. The buyer must be allowed a reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it must be the Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials, and equipment must pass to Buyer upon final acceptance. Payment for stored materials must not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services, or tender of delivery fail in any respect, to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order, the Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this must constitute a breach, and Vendor Partner must not have the right to substitute a conforming tender without the written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner must deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five (5) years. If within the past five (5) years, any Respondent has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Respondent must include a letter with its response that includes the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or not to disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the solicitation section, the Respondent certifies that no current suspension or debarment exists.

EDGAR (2 CFR 200) Compliance: Respondents are required to complete Education Department General Administrative Regulations (EDGAR) compliance certification, found in Part E of this solicitation. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: Individual AEPA Member Agency's state procurement codes and statutes dictate which agencies, entities, and organizations can participate in cooperative procurement contracts approved by AEPA and awarded by its members. Depending on state-specific regulations, federal and state agencies, local public bodies, and non-profit/non-public entities may utilize these contracts.

Estimated Quantities: In Part A Specifications of this solicitation, AEPA, and AEPA Member Agencies have indicated their anticipated volume for the products and services requested. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities since this is an indefinite-quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities, and the marketing by the Vendor Partner.

Euna Procurement eProcurement Platform, AKA Bonfire (<https://gobonfire.com/>): An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process. Vendors must register to use Bonfire. Registration information is on the [AEPA website](#). There is no cost for vendors to use Bonfire. Bonfire has recently changed its name to EUNA Procurement. Therefore, the names Bonfire and EUNA Procurement are interchangeable in this solicitation.

Experience, Proven Track Record and Past Performance Information: It has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Respondent possesses the ability, capacity, and resources to acquire, manufacture, deliver, construct, install, service and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserve the right to accept or reject an offer if, in its judgment, the Respondent failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge, and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part A (unless otherwise noted in Part A Specifications) and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Respondent's record of conforming to specifications and standards of good workmanship; the Respondent's record of containing and forecasting costs on any previously performed cost-reimbursable contract schedules, including the administrative aspects of performance; the Respondent's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

Additionally, any former Vendor Partner that has not been recommended for extension during a solicitation cycle, or current Vendor Partner that has had under \$100,000 in total sales during the solicitation cycle, must appeal to AEPA in writing (to bid-committee@aepacoop.org) before being considered as a viable respondent to the solicitation. The appeal should include reasons for the poor past performance and steps that have been taken by the Vendor Partner to improve future performance. AEPA will reject the appeal if, in AEPA's sole discretion, the appeal does not sufficiently address poor past performance and steps to improve future performance. Failure of the Vendor to provide the appeal, before the due date of the solicitation, will result in the Vendor's submission being rejected.

External Procurement Unit: means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4): Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishments in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally-assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 329 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), and the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3. In such projects, the Vendor Partner agrees to post wage rates at the worksite and submit a copy of their payroll to the AEPA Member Agency for their files. Also, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to an AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Vendor Partners must agree to meet any federal, state, or local requirements, as necessary. Also, if compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Force Majeure: Except for payments of sums due, neither party must be liable to the other, nor be deemed in default under this contract, if, and to the extent, that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure must be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and must be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure must not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party must notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation must be the published solicitation, the awarded Vendor Partner's response, and properly issued purchase orders and/or contracts in accordance with this solicitation. If a firm submitting an offer requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with these.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, must not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Historically Under-Utilized Business: An “Historically Under-Utilized Business” (HUB) is a category for companies that have traditionally failed to reap the benefit from full and equal procurement opportunities. Typically, these types of companies may include women-owned, disabled veteran-owned, and minority-owned businesses or operations defined as small businesses, micro businesses, or businesses operating in enterprise zones. For the purpose of this solicitation, a Bidder opting to offer a HUB program, may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play; however, the Bidder must ensure that the partner-authorized HUBs provide a “Commercially Useful Function.” As it related to HUB businesses, a “Commercially Useful Function” (CUF) is work that is integral to sales, delivery, or supply-chain solution, and not a mere facade for the pass through of goods. Examples of HUB work that qualify as a Commercially Useful Function include instances when HUBs:

- Execute a specific element of the scope of work including supplying of goods and services.
- Provide services work that is normal for the firm’s assortment of business services.
- Are fully or partially responsible for paying for wholesale materials, conducting sales, installation of products, delivery of products.
- Do not subcontract a portion of the work greater than expected by industry practices.
- Act as resellers, buying products wholesale from the awarded Vendor/Contractor.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney’s fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker’s compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner’s obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency’s state laws.

Installation: Equipment and items of construction must be installed in accordance with the manufacturer’s instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner must procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman’s compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state’s statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies' state, who indicated an interest in

participating in this solicitation, identified in Part A Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each state's requirements.

1. **Certificate of Insurance:** The Vendor Partner must provide, as required, a certificate of insurance for commercial liability insurance, naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agencies' states participating in this solicitation.
2. **Subcontractor's Insurance:** Prior to commencing any work, any Subcontractor must procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form, and from insurers acceptable to the prime Vendor Partner. All Subcontractors must hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract must be held invalid or unenforceable, the remainder of this solicitation and any resulting contract must not be affected and must be valid and enforceable.

Late Responses: Late responses will not be accepted. All offers must be submitted online via Bonfire eProcurement Solution (<https://gobonfire.com>) by the due date and time of this solicitation.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease, or lease-purchase. The buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will comply with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the offer, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies must be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdiction in which a transaction may occur may require various types of licenses and/or registrations (business, construction, etc.). Likewise, there are various policies, procedures, rules, regulations, codes, and laws that govern such licensing/registration within federal, state, and local jurisdictions, therefore, it is the Respondent's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state, and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Respondent/Vendor Partner to ensure that any Subcontractors performing under this solicitation hold and maintain the appropriate licenses/registrations. The Respondent will submit copies of licenses, registration, and/or other documentation to substantiate whether they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services must be free of all liens.

Local Public Body: A political subdivision of the state and the agencies, instrumentalities, and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities, and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards, and organizations that either by federal, state, or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors, and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Respondent is a bona fide manufacturer's agent for the specific products/services proposed, the Respondent is authorized to submit an offer on such products/services, and a guarantee that, should the Respondent fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warranties or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Respondents of software, mechanical devices, electrical products/systems, and other commodities that makeup systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner must have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only.

Multiple Approvals and Awards: throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. To ensure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at their discretion to approve and/or award one contract, multiple contracts, or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation must be approved and awarded with the understanding and agreement that it is for the sole convenience of AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Nonprofit, Non-Public Educational Institutions, and other Nonprofit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code): is defined as charitable, religious, educational, public service, support, and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, an email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions.

1. **Standard Ordering Process:** Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction-related bids. The buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, price list, or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed-to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). The vendor Partner must provide the transaction and volume reporting in the AEPA report format.

2. **Special Ordering Process:**

- a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, price list or Vendor Partner's quote;
- c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
- d. AEPA Member Agency will invoice the Buyer and add their administrative fee to the invoice price;
- e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
- f. The vendor Partner must provide the transaction and volume reporting as stipulated quarterly in the AEPA report format.

3. **Electronic Ordering**

When a Vendor Partner based online ordering system is available, the following functionality is required:

- a. Electronic ordering systems must be secure, and password protected. Entering the system with the designated password must automatically send the user to AEPA contract pricing.
- b. When the Buyer requires purchase orders, electronic ordering system must require the entry of a purchase order number, credit card, or purchasing card prior to accepting an order.
- c. Electronic ordering systems must automatically assign correct contract prices to applicable orders.
- d. Electronic ordering systems should list catalog price and AEPA discounted price.
- e. Electronic ordering systems must track orders and purchases covered by the AEPA contract for reporting and audit purposes. The vendor Partner must provide the transaction and volume reporting in the AEPA format.
- f. Electronic ordering systems' pricing must include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- g. Electronic ordering systems should allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence must prevail:

1. Member Agency specific terms and conditions
2. Specifications and scope of work
3. General terms and conditions
4. Attachments and exhibits
5. Documents referenced or included in the solicitation.

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and Copyright Indemnification: To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Performance Bonding (required for construction projects): Performance bonds are completed after the contract and at the time a member authorizes a project. The Vendor Partner agrees to provide all performance and payment bonds for individual projects executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity must not execute the contract or terminate the contract with the Vendor Partner and the appropriate AEPA Category Committee must be notified of such failure and must take the appropriate action.

Piggyback Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their state laws.

Prevailing Wage: Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

Pricing: AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid or proposal prices. The Vendor Partner agrees that the cost for any item bid or 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 in Part A. **The Respondent/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relates to pricing:

1. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, 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.

Prime Vendor Partner: For the purpose of this solicitation, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Respondents/Vendor Partners must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services

1. **Product Line:** If applicable, contracts will be awarded to Respondents able to provide their complete product line(s) of commodities, supplies, equipment, software, and services that meet the scope of work and specifications of this solicitation. Respondents with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All offers must be for commodities, supplies, equipment, and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** Are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** Are defined as the furnishing of labor, time, or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.

6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Respondents can include various peripheral products, equipment, accessories, services, deliverables, and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All offers are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment, and software offered. Brand names, trade names, and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level, and quality of products, equipment, and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
10. **Product Specifications:** This solicitation is designed to enable a Respondent to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Respondents are encouraged to offer alternative products that they believe to adhere to and comply materially, functionally, and operationally equal to or better than the brand name product specified. **Any Respondent, believing a specification is unnecessarily restrictive, must indicate such in the form of a question during the solicitation process and prior to the due date for questions listed in the solicitation.** The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Respondent deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software, or services bid will render equivalent reliability, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire offer.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, must be: of quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information, Catalogs, and Price Lists: Respondents must include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the response. Throughout the term of the contract, Vendor Partner(s) must furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protest Resolution: Protest must be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. AEPA intends that all solicitation protest decisions from the point a solicitation has been published through contract approval or rejection will be resolved by AEPA. Protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.

1. **Protest Costs:** The losing party to the protest must be responsible for the reasonable and justifiable costs of the protest. The protest costs must be based on the costs and expenses incurred by AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription, and travel costs.

Provisions Required by Law: By submitting a response to this solicitation, Respondents are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this solicitation. These provisions of law and any clause required by law that is associated with and relates to this solicitation and any resulting contract will be read and enforced as though it were included herein.

Public Record: All offers submitted to this invitation become the property of AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. The Opening Record will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation must be submitted online in Bonfire, per the timeline included in Part A.

Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions, and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies.. If there are no sales, \$0 reports are required. A Vendor Quarterly Report Template is included with this solicitation.

Respondent Acceptance Period: To allow AEPA Member Agencies the opportunity to evaluate the offers, AEPA requires that an offer in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted solicitation response including, but not limited to, clarifying questions. Respondents may be requested to submit such answers in writing but will not be allowed to change or alter their offer.

Safety Measures: Vendor Partners must take all necessary precautions for the safety of employees on the worksite, and must erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They must post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions must be taken pursuant to state law and standard construction practices to protect workers, the general public, and existing structures from injury or damage.

Safety Standards: All items supplied in this contract must comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid must not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to the local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, the legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties, or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract must survive the expiration or termination of the Contract. All purchase orders issued and accepted by Vendor Partner must survive expiration or termination of the Contract.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing must be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations, and processes, therefore, prices offered will not include applicable federal, state, and local taxes. All applicable taxes must be listed as a separate item on all cost proposals and invoices.

Term of Contract and Extensions: The initial term of the contract must be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Solicitation and Contract in Part E of this solicitation. By mutual written agreement, the contract may be extended for three additional 12-month periods. AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, or a contract expires, a Member Agency may offer an extension not to exceed six (6) months.

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation must be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination by Non-Approval of AEPA: AEPA Member Agencies, on an annual basis assess, evaluate, and review existing AEPA vendors to determine if the organization as a whole desires to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies cannot extend the disapproved vendor's contract for a period exceeding six (6) months. See Term of Contract and Extensions above.

Termination for Convenience: AEPA Member Agencies reserve the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it must have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party must have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party must have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement must not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor

Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency must not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner must be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination must be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot fulfil the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that has equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days' written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available must be accepted by the Vendor Partner and must be final.

Title and Risk of Loss: The title and risk of loss of material or service must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in must be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner must be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the solicitation and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Vendor Partner: Respondent who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this solicitation.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to AEPA, and its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner must include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.



Part E – Signature Forms

AEPA 026-D

Technology Catalog

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/Euna Procurement.

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 Respondent is 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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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).

12. 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 (1-12) 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. Davis-Bacon Act		
4. Contract Work Hours and Safety Standards Act		
5. Right to Inventions Made Under a Contract or Agreement		
6. Clean Air Act and Federal Water Pollution Control Act		
7. Debarment and Suspension		
8. Byrd Anti-Lobbying Amendment		
9. Procurement of Recovered Materials		
10. Profit as a Separate Element of Price		
11. General Compliance with Participating Agencies		
12. 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

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__, by
_____.

Notary Public
My Commission expires: _____
Notary ID: _____



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 Member Agency will provide a copy of the document to the Respondent.

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, 2027 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 _____

Authorized Signature _____

Awarded this	day of	Contract Number
Contract to commence-check one		
(Member Agency to select)	<input type="checkbox"/> 3/1/2026	<input type="checkbox"/> Or



Submission Instructions for Suppliers

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Bonfire/Euna Procurement, 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.

Please follow these instructions to submit via our Bonfire/Euna Procurement portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Bid Bond (Bid Bond Security Document)	File Type: PDF (.pdf)	1	If Required, as indicated at the top of Part A	The original bid security must be received by EducationPlus by the due date and time. See Part A.
New Jersey State Specific Documents	File Type: PDF (.pdf)	Multiple	Optional	
Exceptions & Deviations	File Type: PDF (.pdf)	1	Required	
AEPA Part D Questionnaire	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire/Euna Procurement portal.



Name	Type	# Files	Requirement	Instructions
Part E Signature Forms	File Type: PDF (.pdf)	1	Required	
Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required	
Bid Tables- Market Baskets (two)	Data Type: Complete online in the browser.	NA	Required See further instructions in the Market Basket section, below.	There are two Bid Tables- Market Baskets. You will need to complete one or both online in the browser. Bid Tables may take a significant amount of time to prepare. See further instructions in the <i>Requested Bid Table- Market Baskets</i> section, below.
Exhibit A - Marketing Plan	File Type: PDF (.pdf)	1	Required	
Service Coverage Maps/Options for Participating Members (if applicable)	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional	



<p>I acknowledge that I have downloaded all supporting documentation #1-4, along with my corresponding category documentation.</p>	<p>Data Type: Yes/No</p>	<p>N/A</p>	<p>Required</p>	
<p>I acknowledge that all products and services submitted with this response conform to the specifications outlined in Part A – Specifications.</p>	<p>Data Type: Yes/No</p>	<p>N/A</p>	<p>Required</p>	
<p>Supporting Information</p> <p>Depending on answers in the Questionnaire, documents may be uploaded as Supporting Information.</p> <p>Vendors may upload their own Supporting Information, as well.</p>	<p>File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)</p>	<p>Multiple</p>	<p>Optional</p> <p>However, depending on answers in the Questionnaire, requested information/documents may be uploaded as Supporting Information. See Category Specific section of Questionnaire.</p>	



Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Data:

Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the [Bonfire Help Center](#).

Requested Questionnaires:

The Questionnaire Response Templates can be obtained by clicking on the appropriate Open Public Opportunities at <https://aepacoop.bonfirehub.com/opportunities/>

Please note that Questionnaires may take a significant amount of time to prepare.

Requested Bid Table-Market Baskets:

Bidders are required to submit Bid Table-Market Baskets for evaluative purposes. There are two Bid Tables that are being used as Market Baskets—one for Hardware and Software and one for Audio Visual. Vendors may choose to complete either or both Market Baskets.

While the Bid Table-Market Baskets are marked as Optional in Bonfire, the following apply:

- If you are submitting a bid for both Hardware and Software and for Audio Visual you are **REQUIRED** to complete BOTH Market Baskets. Fill out the two (2) Market Basket online through the portal. Discounts listed on F.1 of the Discount Pricing Workbook will apply to these products. You must price at least 50 of the products in the hardware and software category and 50 percent of the products in the audio-visual category to be responsive. Substitutes described and priced in the Alternative Product Description field and deemed equivalent by AEPA will be permitted.
- If you are submitting a bid for Hardware and Software only, you are **REQUIRED** to complete the Hardware and Software Market Basket. Fill out the Hardware and Software Market Basket online through the portal. Discounts listed on F.1 of the Discount Pricing Workbook will apply to these products. You must price at least 50 of the products in the hardware and software category to be responsive. Substitutes described and priced in the Alternative Product Description field and deemed equivalent by AEPA will be permitted. You are not required to fill out the Audio Visual Market Basket if you are bidding on the Hardware and Software category only.



- If you are submitting a bid for Audio Visual only, you are **REQUIRED** to complete the Audio Visual Market Basket. Fill out the Audio Visual Market Basket online through the portal. Discounts listed on F.1 of the Discount Pricing Workbook will apply to these products. You must price at least 50 of the products in the Audio Visual category to be responsive. Substitutes described and priced in the Alternative Product Description field and deemed equivalent by AEPA will be permitted. You are not required to fill out the Hardware and Software Market Basket if you are bidding on the Audio Visual category only.

Any item you are not completing a bid for within a Market Basket will need to be marked “No Bid.” **Discount percentages in the Bid Tables-Market Baskets must be entered as a decimal (e.g.-15% is entered as .15).**

You will need to complete the Bid Tables online in the browser. The Bid Tables can be filled any time during your submission. Please note that Bid Tables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://aepacoop.bonfirehub.com/opportunities/>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **September 16, 2025 1:30 PM EST.**

The Question period for this opportunity starts July 31, 2025 1:00 PM EST. The Question period for this opportunity ends August 29, 2025 6:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **September 16, 2025 1:30 PM ET.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information will only be visible to AEPA only after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.



Need Help?

Association of Educational Purchasing Agencies (AEPA) uses a Bonfire/Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire/Euna Procurement by email at support.bonfire@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>



026 Public File – Solicitation Event Information

Solicitation Release Date	Bonfire	Posting date for the Opportunity	July 31, 2025 1:00 PM Eastern
Voluntary Pre-Bid Conference Call- All Categories	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUv acCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 11:00 AM Eastern
Voluntary Pre-Bid Conference Call- Furniture	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUv acCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 12:30 PM Eastern
Voluntary Pre-Bid Conference Call- Health & Wellness	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUv acCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 1:00 PM Eastern

Voluntary Pre-Bid Conference Call- LED Lighting	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 1:30 PM Eastern
Voluntary Pre-Bid Conference Call- Technology Catalog	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 2:00 PM Eastern
Voluntary Pre-Bid Conference Call- Student Transportation Vehicles	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 2:30 PM Eastern
Voluntary Pre-Bid Conference Call- Emergency Response Supplies & Equipment	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 3:00 PM Eastern
Voluntary Pre-Bid Conference Call- HVAC Equipment & Installation	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 3:30 PM Eastern

Questions Due Date	Bonfire	Deadline to submit question. Questions MUST be submitted via Bonfire	August 29, 2025 6:00PM Eastern
Intent to Bid Due Date	Bonfire	Deadline to indicate your intent to bid.	September 16, 2025 1:30 PM Eastern
Close Date	Bonfire	Deadline for Submittals via Bonfire	September 16, 2025 1:30 PM Eastern
Opening Record	www.aepacoop.org	Opening Record posted on the AEPA website	September 17, 2025
AEPA Approval of Offers	AEPA Winter Meeting (Colorado Springs, CO)	Recommendation of awards for AEPA Board Acceptance	December 1-3, 2025
Contracts	NA	Contracts sent to members, to be signed and sent to approved vendors (see Part A-Instructions and Specifications for list of participating members)	After December 3, 2025



Exceptions & Deviations

AEPA 026-D

Technology Catalog

Instructions

Use this form to submit any Exceptions or Deviations to any terms and conditions requested in this solicitation. Please use the numbering system in the solicitation to refer to the term or condition for which you are providing alternative language (you must provide alternative language, not simply reference to an item you do not agree to). AEPA reserves the right to accept, deny, or negotiate terms and conditions acceptable to both parties. If you have no Exceptions or Deviations, mark the "No" box in the appropriate space below with an "X".

This is a REQUIRED form that must be submitted with your response.

Company Information

Name of Company:

Company Address:

City, State, zip code:

Title:

Phone:

Email:

Exceptions & Deviations

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions and Deviations to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.
	Yes , this respondent has the following exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.

Document Name	Section Name, Page Number, & Outline Number	Term and Condition or Specification	Exception or Deviation Alternative Language



026 Pre-Solicitation Vendor Call

August 18, 2025

[General Meeting Recording](#)

[PowerPoint Slides](#)

[026-D Technology Catalog Recording](#)

BDO USA, P.C.	stateandlocal@bdo.com	Aug 01, 2025 2:02 AM
AlxTel, Inc.	negeda@alxtel.com	Aug 01, 2025 2:02 AM
PALADIN DEFENSE GROUP, INC.	Contact@paladin-defense.us	Aug 01, 2025 2:02 AM
Digital Signup	info@digitalsignup.com	Aug 01, 2025 2:02 AM
VidCruiter	rfp@vidcruiter.com	Aug 01, 2025 2:02 AM
Ubun2Group Inc.	dwitzzak@ubun2group.com	Aug 01, 2025 2:02 AM
Rose Group International	rachel@rosegroupintl.com	Aug 01, 2025 2:02 AM
MavenSolve, LLC	accounts@krasanconsulting.com	Aug 01, 2025 2:02 AM
Vantage Point ITAD	proberts@vantagepointitad.com	Aug 01, 2025 2:02 AM
Adira LLC	accounts@adiranow.com	Aug 01, 2025 2:02 AM
OpsAssist, Inc.	sales@ops-assist.com	Aug 01, 2025 2:02 AM
EqualizeRCM	wilbur.williams@equalizercm.com	Aug 01, 2025 2:02 AM
Playscape Recreation	kate@playscaperecreation.com	Aug 01, 2025 2:02 AM
GEORGIA COMPUTER INC	myra@georgiacomputer.com	Aug 01, 2025 2:02 AM
Inzata (Qengine LLC)	christopher.rafter@inzata.com	Aug 01, 2025 2:02 AM
Digital Convergence	hello@digitalconvergence.ca	Aug 01, 2025 2:02 AM
Sierra Digital, Inc.	rfp@sierradigitalinc.com	Aug 01, 2025 2:02 AM
Cummins Inc	cssnabids@cummins.com	Aug 01, 2025 2:02 AM
Inkblot Therapy	rfpmanagement@inkblottherapy.com	Aug 01, 2025 2:02 AM
Vision Technologies of Glen Burnie, Maryland	bodonoghue@visiontech.biz	Aug 01, 2025 2:02 AM
Mina Holdings, LLC	tariq@minaholdingllc.com	Aug 01, 2025 2:02 AM
DeannaMichel Inc	admin@deannamichel.com	Aug 01, 2025 2:02 AM
Cyber Watch Systems	mark.seay@cyberwatchsystems.com	Aug 01, 2025 2:02 AM
LitCon Group, LLC	hcurley@litcongroup.com	Aug 01, 2025 2:02 AM
Superior Maintenance Co.	jgoldsmith@smc.cc	Aug 01, 2025 2:03 AM
Merkhat, LLC	elise@merkhat.com	Aug 01, 2025 2:03 AM
DataPrivia, Inc	jeff.hurley@dataprivia.com	Aug 01, 2025 2:03 AM
Beyond Spots & Dots	mquerry@beyondspotsanddots.com	Aug 01, 2025 2:03 AM
Parts Distributing Inc	donavan@pdifederated.com	Aug 01, 2025 2:03 AM
Communications Technologies, Inc.	bhymes@cti-stl.com	Aug 01, 2025 2:03 AM
The Pittsburgh Paints Company	goltz@ppg.com	Aug 01, 2025 2:03 AM
Performance Clean LLC	gheath@performanceclean.com	Aug 01, 2025 2:03 AM
metroplex pavement markings	mgunta@metroplexpavementmarkings.com	Aug 01, 2025 2:03 AM
Stark Landscape	chado@starklandscape.com	Aug 01, 2025 2:03 AM
MARS Solutions Group	sales@marssg.com	Aug 01, 2025 2:03 AM
Foilcon Corp	foilcon@foilcon.com	Aug 01, 2025 2:03 AM
Envico	darrell@dir-pro.ca	Aug 01, 2025 2:03 AM
Nexus Digital	brady@nexusdigital.co	Aug 01, 2025 2:03 AM
Building Optimization Technologies, LLC	jmitterhofer@bldgot.com	Aug 01, 2025 2:03 AM
ISERV	jim.palmisano@iservgroup.com	Aug 01, 2025 2:03 AM
34 Strong	zane_grace@34strong.com	Aug 01, 2025 2:03 AM
ARGUS PRIVATE SECURITY FORCE	nickdimas@arguspsf.com	Aug 01, 2025 2:03 AM
Tysonite Partners LLC	ramesh@tysonite.com	Aug 01, 2025 2:03 AM
Angus Reid Group	sal.rustom@angusreid.com	Aug 01, 2025 2:03 AM
Customizo Solutions Inc.	rashamoursy@customizo.ca	Aug 01, 2025 2:03 AM
Guidehouse	gheller@guidehouse.com	Aug 01, 2025 2:03 AM

Renaissance Learning, Inc.	proposals@renaissance.com	Aug 01, 2025 2:03 AM
SPARK business academy	chuchi.arevalo@sparkbusinessacademy.com	Aug 01, 2025 2:03 AM
International Business Machines	liwatson@us.ibm.com	Aug 01, 2025 2:03 AM
Limitless Leads Coaching LLC	atfc@realorlive.org	Aug 01, 2025 2:03 AM
KC Blueprint Company	plottingkc@kcblueprint.com	Aug 01, 2025 2:03 AM
Rhythm Engineering	reggie.chandra@rhythm-info.com	Aug 01, 2025 2:03 AM
S & J Owens Co LLC	james@sjowensco.com	Aug 01, 2025 2:03 AM
Helene Elizabeth Wellness Ctr	admin@heleneelizabethwellnesscenter.com	Aug 01, 2025 2:03 AM
SYSUSA Inc	muneer.baig@sysusa.com	Aug 01, 2025 2:03 AM
Sarvicus LLC	david.youngflesh@sarvicus.com	Aug 01, 2025 2:03 AM
Eli Patrick & Co.	clark@elipatrick.com	Aug 01, 2025 2:04 AM
Easy Healthcare Corporation	li@healthcare-manager.com	Aug 01, 2025 2:04 AM
BRG Office Movers	Chip.harber@beltmann.com	Aug 01, 2025 2:04 AM
FYRE MARKETING LLC	bids@fyremarketingadvisors.com	Aug 01, 2025 2:04 AM
All N All Supplies, LLC	customerservice@allnallsupplies.com	Aug 01, 2025 2:04 AM
PHAA SOFTWARE SOLUTIONS LIMITED	pavankumar@phaasoftwaresolutions.ca	Aug 01, 2025 2:04 AM
Skill-Up Technologies	jpskohli@skillup.tech	Aug 01, 2025 2:04 AM
Teknion	steve.hindle@teknion.com	Aug 01, 2025 2:04 AM
Insightrix Research Inc.	shonna.caldwell@insightrix.com	Aug 01, 2025 2:04 AM
Value Capture LLC	jcarpenter@valuecapturellc.com	Aug 01, 2025 2:04 AM
Cyquent, Inc	Brian.Zernhelt@cyquent.com	Aug 01, 2025 2:04 AM
Winning Edge Solutions LLC	kumar@weitsolutions.net	Aug 01, 2025 2:04 AM
Stellar IT Solutions	jonathanm@stellarit.com	Aug 01, 2025 2:04 AM
K-12 Tech Repairs	mhotseller@k12techrepairs.com	Aug 01, 2025 2:04 AM
J-Tech Digital Inc	support@jtechdigital.com	Aug 01, 2025 2:04 AM
FireTron, Inc.	bids@firetron.com	Aug 01, 2025 2:04 AM
INTRATEK COMPUTER	quotes@intrapc.com	Aug 01, 2025 2:04 AM
Glacier Construction services Inc.	mgottschalk@glacienc.com	Aug 01, 2025 2:04 AM
EventMAP Solutions Canada Limited	tenders@eventmapsolutions.com	Aug 01, 2025 2:04 AM
DRG Architects	Jackk@drg-architects.com	Aug 01, 2025 2:04 AM
BIO-Janitorial Service, Inc.	candace@biojanitorial.com	Aug 01, 2025 2:04 AM
Abnormal Logic LLC	info@abnormallogic.com	Aug 01, 2025 2:04 AM
TCS	JonathanB@TCS.ink	Aug 01, 2025 2:04 AM
CKH Group	businessdevelopment@ckhgroup.com	Aug 01, 2025 2:04 AM
Swag Source Plus	anh@swagsourceplus.com	Aug 01, 2025 2:04 AM
World Wide Web Distributions (Premier Hotel and Casino products)	yelena@premierhcp.com	Aug 01, 2025 2:04 AM
Prime healthcare services	dorcine@primehealthcareservices.ca	Aug 01, 2025 2:04 AM
Southern Computer Warehouse, Inc.	scwbids@scw.com	Aug 01, 2025 2:04 AM
Medlogix	steve.amenti@medlogix.com	Aug 01, 2025 2:04 AM
Yosemite Consulting Group LLC	awilliams@yosemiteconsultinggroup.com	Aug 01, 2025 2:04 AM
Bridger Systems, LLC	joshua@bridger.systems	Aug 01, 2025 2:04 AM
The Emotional Company (EmCo)	gigi@emotionalcompany.com	Aug 01, 2025 2:05 AM
Direct Current Preventive Maintenance LLC	jeremiah.barnett@dcpmpro.com	Aug 01, 2025 2:05 AM
First Stop Health	ekunisch@fshealth.com	Aug 01, 2025 2:05 AM
Demi Systems LLC	charles.njuguna@demisystems.com	Aug 01, 2025 2:05 AM
Smart Tech Insurance	marc@smarttechins.com	Aug 01, 2025 2:05 AM

North Country Business Products	benсонk@ncbpinc.com	Aug 01, 2025 2:05 AM
Alpha Developers LLC	sales@alphadevelopersllc.com	Aug 01, 2025 2:05 AM
Sports Fields Inc.	ataylor@fields-inc.com	Aug 01, 2025 2:05 AM
Magnum Services (Soil Stabilization)	travis.barber@magnumcement.ca	Aug 01, 2025 2:05 AM
Imperial Service Systems, Inc.	jmccarthy@impservsys.com	Aug 01, 2025 2:05 AM
Bee Equipment Sales, Ltd	mkuehn@beeequipmentsales.com	Aug 01, 2025 2:05 AM
Element 29	bill.cassidy@e29ce.com	Aug 01, 2025 2:05 AM
Valueneer LLC	Mahmoud@value-neer.com	Aug 01, 2025 2:05 AM
DAC	jlewandowska@dacgroup.com	Aug 01, 2025 2:05 AM
The Prestigious Mark Inc.	ben@tpmpromo.com	Aug 01, 2025 2:05 AM
Brighter Image, Inc.	Corporate@brighter-image.com	Aug 01, 2025 2:05 AM
GCS Imaging Inc	rose@gcsimaging.com	Aug 01, 2025 2:05 AM
Expoquip, Inc.	deana@expoquip.com	Aug 01, 2025 2:05 AM
Onyx Healthcare USA, Inc	Jeffliu@onyx-healthcare.com	Aug 01, 2025 2:05 AM
Ruts Construction	adrian@rangeline.com	Aug 01, 2025 2:05 AM
MANDO TECHNOLOGIES INC	gov@mando.inc	Aug 01, 2025 2:05 AM
Py Concepts LLC	oluwaseun.oke@pyconcepts.com	Aug 01, 2025 2:05 AM
Brightzone International LLC	waris.fazli@brightzone.us	Aug 01, 2025 2:05 AM
Konnect IT Group Inc.	randy@konnectit.com	Aug 01, 2025 2:05 AM
SCM Consultants Inc.	bminhas@scmconsultants.net	Aug 01, 2025 2:05 AM
Sophos	craig.allen@sophos.com	Aug 01, 2025 2:05 AM
Christy Glass Company	davchristy@aol.com	Aug 01, 2025 2:05 AM
Augustine Agency	kwhitsett@augustineagency.com	Aug 01, 2025 2:05 AM
CENTURY SECURITY SERVICES, INC	cssguard.century@gmail.com	Aug 01, 2025 2:05 AM
Fritel and Associates, L.L.C. dba Diversified Product Development	llittle@diversifiedproduct.com	Aug 01, 2025 2:05 AM
8 Consulting, LLC	senter@8consultingllc.com	Aug 01, 2025 2:05 AM
Climatec	dal.bonfire@climatec.com	Aug 01, 2025 2:05 AM
CommForms Secure Forms Inc	hill.isselman@commforms.ca	Aug 01, 2025 2:05 AM
Kikoda	matt.dufek@kikoda.com	Aug 01, 2025 2:05 AM
Bird Bus Sales	robert@birdbussales.com	Aug 01, 2025 2:06 AM
Unlimited Technology, Inc.	iramirez@utiglobal.com	Aug 01, 2025 2:06 AM
GovTron LLC	suren@govtron.com	Aug 01, 2025 2:06 AM
QDoc Inc.	contracts@qdoc.ca	Aug 01, 2025 2:06 AM
ELEMENTS LEADERSHIP, LLC	eric@elementsleadership.com	Aug 01, 2025 2:06 AM
Sparrow Consulting Group Inc.	trever@sparrowgroup.org	Aug 01, 2025 2:06 AM
Center for Nonprofit Advancement	tyieshij@nonprofitadvancement.org	Aug 01, 2025 2:06 AM
E.fi	ophelia@e-fi.works	Aug 01, 2025 2:06 AM
OpenTeQ Technologies LLC	harshitha@openteqgroup.com	Aug 01, 2025 2:06 AM
Industrial Builders, Inc	brian@IB-USA.COM	Aug 01, 2025 2:06 AM
GK TechStar LLC	jleyva@techstaris.com	Aug 01, 2025 2:06 AM
ISSSQUARED, INC.	dlavende@issquaredinc.com	Aug 01, 2025 2:06 AM
The Sound Live LLC	thesoundlivellc@gmail.com	Aug 01, 2025 2:06 AM
MedFirst Staffing, LLC	davidb@medfirststaffing.com	Aug 01, 2025 2:06 AM
Moran Technology Consulting	scott.weyandt@morantechnology.com	Aug 01, 2025 2:06 AM
Sage Education Consulting, Inc.	lisa@sageeducon.com	Aug 01, 2025 2:06 AM
Scanics	dmapes@scanics.com	Aug 01, 2025 2:06 AM

TABB INC.	bbodkin@tabb.net	Aug 01, 2025 2:06 AM
Superior Contractors	Superiorcontractorstx@gmail.com	Aug 01, 2025 2:06 AM
Zencon Group Inc.	govt@zencongroup.com	Aug 01, 2025 2:06 AM
DITTA ENTERPRISES LLC	Contact@del-ditta.com	Aug 01, 2025 2:06 AM
iCUBE Systems, Inc.	nvathreya@icubesys.com	Aug 01, 2025 2:06 AM
Settled Solids Management	jmims@hydro-int.com	Aug 01, 2025 2:06 AM
Samson & Associés CPA/Consultation Inc.	veronick.gauthier-roy@samson.ca	Aug 01, 2025 2:06 AM
Omega 365 USA Inc.	oyvind@omega365.com	Aug 01, 2025 2:06 AM
Ingram Technologies, LLC	scott@ingramt.com	Aug 01, 2025 2:06 AM
Ikerd Consulting, LLC	bikerd@ikerd.com	Aug 01, 2025 2:06 AM
Excel Facility Services	grivera@efsgnj.com	Aug 01, 2025 2:06 AM
Teksavers Inc.	rick@teksavers.com	Aug 01, 2025 2:06 AM
Cenmic Management LLC	michael.areola@cenmicmanagement.com	Aug 01, 2025 2:06 AM
IOCYBER, LLC	acrawford@iocyber.tech	Aug 01, 2025 2:06 AM
Pinnacle Financial Partners	scott.jordan@pnfp.com	Aug 01, 2025 2:06 AM
Think Research	tenders@thinkresearch.com	Aug 01, 2025 2:06 AM
Dexian, LLC	bob.quinn@dexian.com	Aug 01, 2025 2:06 AM
Wisecom Technology	azeem@wisecomtech.com	Aug 01, 2025 2:06 AM
iTaylor Strategies LLC	merdochey@itaylorolutions.com	Aug 01, 2025 2:07 AM
DPS SECURITY LLC	info@dpssecurityllc.com	Aug 01, 2025 2:07 AM
JM Brennan	dmolkentin@jmbrennan.com	Aug 01, 2025 2:07 AM
RInggold Telephone Company	ssawyer@rtctel.com	Aug 01, 2025 2:07 AM
Cinga Technologies, LLC	jeron@cingatech.com	Aug 01, 2025 2:07 AM
Method4 Engineering	brian.goodridge@method4engineering.com	Aug 01, 2025 2:07 AM
LingaTech, Inc.	annamarie.stark@lingatech.com	Aug 01, 2025 2:07 AM
Worldcast live Inc	peter.lewis@worldcastlive.com	Aug 01, 2025 2:07 AM
Intel Global Govt GTM	alan.d.rose@intel.com	Aug 01, 2025 2:07 AM
PJG Property Maintenance	pj-grevy@pjgpm.com	Aug 01, 2025 2:07 AM
COSO IT INC.	accounts@cosoit.com	Aug 01, 2025 2:07 AM
Babb Technology Services Inc	Jonathonm@babbbtech.com	Aug 01, 2025 2:07 AM
DragonTek International	kwong@dragontek-intl.com	Aug 01, 2025 2:07 AM
Elearning Studio	meet@elearning.studio	Aug 01, 2025 2:07 AM
EdLight	teryn@edlight.com	Aug 01, 2025 2:07 AM
Tino LLC	anastasia@tino.design	Aug 01, 2025 2:07 AM
Burgeon Analytics LLC	mails@burgeonanalytics.com	Aug 01, 2025 2:07 AM
L3Harris Technologies, Inc.	marilyn.brannan@l3harris.com	Aug 01, 2025 2:07 AM
FM Solutions LLC - Priority Payment Systems Houston	manan@ppshouston.com	Aug 01, 2025 2:07 AM
Vendor	bonfirehub@aileronconsulting.com	Aug 01, 2025 2:07 AM
TechSkill Nation	vik.manne@techskillnation.com	Aug 01, 2025 2:07 AM
Dodge Construction Network	Dodge.Bidding@construction.com	Aug 01, 2025 2:07 AM
K.L.I., Inc.	Lisa@kli-inc.com	Aug 01, 2025 2:07 AM
RTC Manufacturing, Inc	tammy.obrien@rtc-traffic.com	Aug 01, 2025 2:07 AM
MN8 Energy	michael.miller@mn8energy.com	Aug 01, 2025 2:07 AM
Stonehouse Drilling & Construction LLC	jhaywood@shdrilling.com	Aug 01, 2025 2:07 AM
Northeast Battery	mwoodhouse@northeastbattery.com	Aug 01, 2025 2:07 AM
CarePro National Painting / Kept Companies	swilliams@carepropainting.com	Aug 01, 2025 2:07 AM

Prism Consulting	valerie@prismconsultingfl.com	Aug 01, 2025 2:07 AM
Campbell Electric TX	Jason@campbellelectrictx.com	Aug 01, 2025 2:07 AM
Devfi,Inc	ashwin@devfi.com	Aug 01, 2025 2:07 AM
Revolution Data Plaforms	sales@dataplatforms.ca	Aug 01, 2025 2:07 AM
PCC-IT International, dba of Power Capital Management	clientservices@itpccit.com	Aug 01, 2025 2:07 AM
GoldPhish	jami@thegoldphish.com	Aug 01, 2025 2:07 AM
DIXIE ELECTRO MECHANICAL SERVICES INC.	kwheeler@dixieemsi.com	Aug 01, 2025 2:07 AM
EPSoft Technologies LLC	lahari.medarametla@epsoftinc.com	Aug 01, 2025 2:07 AM
The Facilities Group	jhawkins@thefacilitiesgroup.com	Aug 01, 2025 2:07 AM
PRODISION, LLC	sam@prodision.com	Aug 01, 2025 2:07 AM
Elite Utility Solutions	josh.jarrard@eliteutilitiesolutions.com	Aug 01, 2025 2:07 AM
STS Recycling, LLC.	morgan@stsrecycle.com	Aug 01, 2025 2:07 AM
International Languages Service	john.arroyave@ilsjax.com	Aug 01, 2025 2:07 AM
Gulf Coast Paper	gary.ellis@imperialdade.com	Aug 01, 2025 2:07 AM
Carson Solutions, LLC	webbk@carsonsolutionsllc.com	Aug 01, 2025 2:07 AM
Stonewerx Promotional	oriana@stonewerxpromo.com	Aug 01, 2025 2:07 AM
Texas Enforcer LLC.	texasenforcerllc@gmail.com	Aug 01, 2025 2:07 AM
Advanced Digital Solutions LLC	admin@adsii.com	Aug 01, 2025 2:07 AM
BDG Trees	joneal@bdgtrees.com	Aug 01, 2025 2:07 AM
ClearConnect	bids@myclearconnect.com	Aug 01, 2025 2:07 AM
Drone Security Service Inc	info@dronesecurityserv.com	Aug 01, 2025 2:07 AM
DIESEL DEPOT	marc@diesel-depot.com	Aug 01, 2025 2:07 AM
Alpha Omega Wireless, Inc.	wargo@aowireless.com	Aug 01, 2025 2:07 AM
Condition Monitoring Analytics, LLC	sjones@conditionmonitoringanalytics.com	Aug 01, 2025 2:07 AM
Vendor	kloring@sunprint.com	Aug 01, 2025 2:08 AM
Say it with Style Promos and Custom Apparel	eugene@siwspromos.com	Aug 01, 2025 2:08 AM
The Sewell Family of Companies	david.gomez@teamsewell.com	Aug 01, 2025 2:08 AM
Straight Up Technology Solutions	timprince@straightupts.com	Aug 01, 2025 2:08 AM
Reliable Paper Inc	jimfaucette@reliablepaper.com	Aug 01, 2025 2:08 AM
JJT & Associates, LLC.	james.small@jjtassoc.com	Aug 01, 2025 2:08 AM
LAZARO LEAL LANDSCAPING AND TREE SERVICES LLC	leallandscapingservices@yahoo.com	Aug 01, 2025 2:08 AM
Upfiv Designs Inc.	aurelia@upfiv.com	Aug 01, 2025 2:08 AM
https://totaloptim.com	contact@totaloptim.com	Aug 01, 2025 2:08 AM
GovFirst	angel@govfirst.net	Aug 01, 2025 2:08 AM
Holt Texas, Ltd. (dba HOLT CAT)	francisco.valor@holtgrp.com	Aug 01, 2025 2:08 AM
K12 Computers	broadcast@k12computers.us	Aug 01, 2025 2:08 AM
Randal's Tower Tech, Inc.	Service@towertechtx.com	Aug 01, 2025 2:08 AM
Grind-Well LLC	info@grind-well.com	Aug 01, 2025 2:08 AM
Summitt Forests, Inc	summittforests@gmail.com	Aug 01, 2025 2:08 AM
IT Operational Strategies LLC, SDVO	Terry.stockholm@itops-llc.com	Aug 01, 2025 2:08 AM
ComSolutions Inc.	Laura.Daniels@ComSolutionsUSA.com	Aug 01, 2025 2:08 AM
Selrico Services Inc.	procurement@selricoservices.com	Aug 01, 2025 2:08 AM
Young Scholars Circle LLC/The Masterpiece Academy	krishnacart@youngscholarscircle.com	Aug 01, 2025 2:08 AM
Voyce Inc.	proposals@voyceglobal.com	Aug 01, 2025 2:08 AM
Maviga Advisors	giancarlo@mavigacorp.com	Aug 01, 2025 2:08 AM
TELUS International	richard.bledsoe@telusinternational.com	Aug 01, 2025 2:08 AM

Amplify Systems Integration	dplatt@amplifysi.com	Aug 01, 2025 2:08 AM
Simple Communications Technologies, LLC	brian@simplecom.pro	Aug 01, 2025 2:08 AM
Servi-Tek Facility Solutions	accounting.engineering@servi-tek.net	Aug 01, 2025 2:08 AM
Vendor	riccie.gargano@garda.com	Aug 01, 2025 2:08 AM
Carrier Enterprise	douglas.smyers@carrierenterprise.com	Aug 01, 2025 2:08 AM
Apex Site Services	admin@apexsites.com	Aug 01, 2025 2:08 AM
Guardian Safety and Supply LLC dba Enviro Safety Products	amaly@envirosafety.com	Aug 01, 2025 2:08 AM
Tribeca Builds, LLC	casey@tribecabuilds.com	Aug 01, 2025 2:08 AM
Dynamic Lifecycle Innovations	chines@thinkdynamic.com	Aug 01, 2025 2:08 AM
Vortex Solution inc.	karine.s@vortexsolution.com	Aug 01, 2025 2:08 AM
Generic Inc	pattwood@generic.com	Aug 01, 2025 2:08 AM
Citrus Advertising	sheila@citrusadv.com	Aug 01, 2025 2:08 AM
Competitive Edge Business Solutions	tdaniels@focalpointcoaching.com	Aug 01, 2025 2:08 AM
XyberMed Cooperation	ammaar@xybermed.com	Aug 01, 2025 2:08 AM
International Alliance Group	larry@iagusa.org	Aug 01, 2025 2:08 AM
Integral Tech Supplies	s.henderson@integraltechsupplies.com	Aug 01, 2025 2:08 AM
BKTB Group Inc dba MC Austin	imoreno@mcaustin.com	Aug 01, 2025 2:08 AM
AMB Modulaire Inc	sylvainperrault@ambmodulaire.com	Aug 01, 2025 2:08 AM
Promo Retailer LLC	jaugust@promoretailer.com	Aug 01, 2025 2:08 AM
Kore Systems, Inc	admin@koresystems.net	Aug 01, 2025 2:08 AM
Talmo & Associates, Inc.	sales@talmoinc.com	Aug 01, 2025 2:08 AM
UnBoxed Solutions	robert@swg-unboxed.org	Aug 01, 2025 2:08 AM
VEscape Labs	info@vescapelabs.com	Aug 01, 2025 2:08 AM
Envolvemedia, LLC	emily.bond@envolvemedia.com	Aug 01, 2025 2:08 AM
Acon Traders LLC	VENKATESH@ACONTRADERS.COM	Aug 01, 2025 2:08 AM
NXTGEN Clean Energy Solutions	russ@nxtgencleanenergy.com	Aug 01, 2025 2:08 AM
Trans Canada Forest Products	srubin@pftranscan.com	Aug 01, 2025 2:08 AM
Relannford Enterprises LLC	sandra@relannford.com	Aug 01, 2025 2:08 AM
Global Alliant	operations@globalalliantinc.com	Aug 01, 2025 2:08 AM
Success by Design, Inc.	megan@successbydesign.com	Aug 01, 2025 2:08 AM
SMART GROUP SYSTEMS	MICKEY@SMGSYSTEMS.NET	Aug 01, 2025 2:09 AM
Allied Strategic Solutions	bwinslow34@yahoo.com	Aug 01, 2025 2:09 AM
Patriot Supplies	jessica@patriotsuppliesllc.com	Aug 01, 2025 2:09 AM
RGV Electrical Supply	hjimenez@rgvelectricalsupply.com	Aug 01, 2025 2:09 AM
American Bandwidth LLC	dziembicki@ameriband.com	Aug 01, 2025 2:09 AM
Slooh	procurement@slooh.com	Aug 01, 2025 2:09 AM
Mitchell Logistics CO. LLC	Info@Mitchelllogistics.co	Aug 01, 2025 2:09 AM
Vendor	jennifer@perfectfitimage.com	Aug 01, 2025 2:09 AM
Argyle Build Inc.	maret@argyle.build	Aug 01, 2025 2:09 AM
Foresight Engineering and Technology	info@cleanconnects.com	Aug 01, 2025 2:09 AM
Liberty Home Health LLC dba Lab Pointe	support@labpointe.com	Aug 01, 2025 2:09 AM
KODISOFT LLC	selva@kodisoftllc.com	Aug 01, 2025 2:09 AM
nTech Workforce	sangeetha@ntechworkforce.com	Aug 01, 2025 2:09 AM
CMIT Solutions of Best Southwest Dallas County	klewis@cmitolutions.com	Aug 01, 2025 2:09 AM
Avista Realtime Systems, LLC	Wshumaker@avistarealtime.com	Aug 01, 2025 2:09 AM
AlexiGen BioTech, LLC	jeffreyferguson@alexigen.com	Aug 01, 2025 2:09 AM

Accelerated Fleet Services	rbias@afsfleet.com	Aug 01, 2025 2:09 AM
XSIV Technologies	bbalkcom@xsivtechnologies.com	Aug 01, 2025 2:09 AM
INFOVISION21	bapaiah@infovision21.com	Aug 01, 2025 2:09 AM
The Voice Society	maria@thevoicesociety.com	Aug 01, 2025 2:09 AM
Innovative Edge TCS	swarna@ie-tcs.com	Aug 01, 2025 2:09 AM
Vendor	Aprilsspringcleaningllc@gmail.com	Aug 01, 2025 2:09 AM
Fred's Award World	rose.freds@outlook.com	Aug 01, 2025 2:09 AM
MBI	justin.conroy@mbakerintl.com	Aug 01, 2025 2:09 AM
Enpramex distribution	mike@enpramex.com	Aug 01, 2025 2:09 AM
Octilion LLC	niket@thebilions.com	Aug 01, 2025 2:09 AM
Vendor	mike@baconcompanies.com	Aug 01, 2025 2:09 AM
Moogole Canada Inc.	director@moogolelabs.com	Aug 01, 2025 2:09 AM
Hamilton Staffing Solutions	angela.h@hamiltonstaffingsolutions.com	Aug 01, 2025 2:09 AM
Armadillo Photo Supply	rhernandez@armadillophoto.com	Aug 01, 2025 2:09 AM
NWN Carousel	cludwig@nwncarousel.com	Aug 01, 2025 2:10 AM
Alletec Inc.	amian@alletec.com	Aug 01, 2025 2:10 AM
HIVOLT Advanced Inc.	andrew.Klinger@hva-inc.com	Aug 01, 2025 2:10 AM
Vendor	peter@graceyworks.com	Aug 01, 2025 2:10 AM
Vendor	Michael.Keegan@abm.com	Aug 01, 2025 2:10 AM
Citronway	gokocha@citronway.com	Aug 01, 2025 2:10 AM
Make Stuff Move Inc.	sourcing@makestuffmove.com	Aug 01, 2025 2:10 AM
Surefox	matthew.reeser@surefox.com	Aug 01, 2025 2:10 AM
Warren Installations, Inc.	bobw@warreninstall.com	Aug 01, 2025 2:10 AM
Tectura Network Solutions LLC	jared.hornsby@tectorsolutions.com	Aug 01, 2025 2:10 AM
Ward Companies, LLC.	wward219@gmail.com	Aug 01, 2025 2:10 AM
bond & bond auctioneers	sales@bondauctioneers.com	Aug 01, 2025 2:10 AM
Maribel Martinez Consulting	maribel@maribelmartinezconsulting.com	Aug 01, 2025 2:10 AM
JSL Global Enterprise Inc.	jay.jslcompany@gmail.com	Aug 01, 2025 2:10 AM
Sehi Computer Products, Inc	nancy@sehi.com	Aug 01, 2025 2:10 AM
R and J Services	rickrogers10@outlook.com	Aug 01, 2025 2:10 AM
Garner Paving and Construction LLC	garnerpaving@sbcglobal.net	Aug 01, 2025 2:10 AM
Self	tryannc54@gmail.com	Aug 01, 2025 2:10 AM
SOLO Technologies	christa@truvaconsulting.us	Aug 01, 2025 2:10 AM
HV	hannah.vdbg@gmail.com	Aug 01, 2025 2:10 AM
Tekterra, Inc.	rob.conrad@tekterra.com	Aug 01, 2025 2:10 AM
Knight Restoration, LLC	l.thomason@knightcommercial.com	Aug 01, 2025 2:10 AM
MALAN BEST SECURITY INC	Info@malanbestsecurity.com	Aug 01, 2025 2:10 AM
Liberation Management LLC dba All Road Communications	admin@allroadsat.com	Aug 01, 2025 2:10 AM
Planting Seeds Academic Solutions	cjones@plantingseedstutoring.com	Aug 01, 2025 2:10 AM
Pioneer Business Systems	walter@pioneerocopier.com	Aug 01, 2025 2:10 AM
Think Board	hello@think-board.com	Aug 01, 2025 2:10 AM
Southeastern Supply Group	sirdarryl@southeasternsupplygroup.com	Aug 01, 2025 2:10 AM
AV Cabling Contractors	gil@avcablingcontractors.com	Aug 01, 2025 2:10 AM
Precision Environmental Company	Deureka@precision-env.com	Aug 01, 2025 2:10 AM
Euna Solutions	rfp@questica.com	Aug 01, 2025 2:10 AM
144 Family Care	chichikakoma@gmail.com	Aug 01, 2025 2:10 AM

Xtreme Security & Fire California	Extremesecurity@hotmail.com info@ubuntupsych.com	Aug 01, 2025 2:10 AM Aug 01, 2025 2:10 AM
TXA Powersports Inc	jay@alpha-inc.com	Aug 01, 2025 2:10 AM
Symposit LLC	bobby.bermudez@symposit.com	Aug 01, 2025 2:10 AM
Strong Solutions LLC Vendor	info@strongsolutionsutah.com amandar@newporttc.com	Aug 01, 2025 2:10 AM Aug 01, 2025 2:10 AM
Big State Electric	charles.reeves@bigstateelectric.com	Aug 01, 2025 2:10 AM
Hunter Cattle Co	accounting@huntercattle.com	Aug 01, 2025 2:10 AM
Transform Interactive	josie@transforminteractive.com	Aug 01, 2025 2:10 AM
Industrial Applied Technologies	tbearden.iatluc@gmail.com	Aug 01, 2025 2:10 AM
Marksman Security Corporation	a.white@marksmansecurity.com	Aug 01, 2025 2:10 AM
La Rocca Security Solutions	daniel.larocca@laroccasecurity.com	Aug 01, 2025 2:10 AM
Expanded Learning Academy	cgreen@expandedlearningacademy.com	Aug 01, 2025 2:10 AM
McConnell & Jones LLP	bharper@mjlm.com	Aug 01, 2025 2:10 AM
Baseline Telematics Inc. Direct Mop Sales, Inc. Vendor	pasavoie@baselinetelematics.com mjulo@directmopsales.com tony@bmpcomp.com	Aug 01, 2025 2:10 AM Aug 01, 2025 2:10 AM Aug 01, 2025 2:11 AM
APC BILLING	info@apcbilling.com	Aug 01, 2025 2:11 AM
Bioquintex Solutions	sherry.east@bioquintex.com	Aug 01, 2025 2:11 AM
RT Solutions Group LLC.	admin@rtsolutionsgrp.com	Aug 01, 2025 2:11 AM
Joint Force Contracting	bill@jfcus.com	Aug 01, 2025 2:11 AM
Border Industrial Solutions LLC	luis.sosa@borderindustrialsolutions.com	Aug 01, 2025 2:11 AM
Fluxus USA	angel@fluxusmg.com	Aug 01, 2025 2:11 AM
Web Wizards	chad@webwizards.ca	Aug 01, 2025 2:11 AM
All City Communications	nmiller@allcitycom.com	Aug 01, 2025 2:11 AM
Adalitek Group	ric@adalitekgroup.com	Aug 01, 2025 2:11 AM
H & K Prints	info@hkprintsco.com	Aug 01, 2025 2:11 AM
3 Tier Group	admin@3tiergp.com	Aug 01, 2025 2:11 AM
Braden Business Systems, Inc.	JLOBRACO@BRADENONLINE.COM	Aug 01, 2025 2:11 AM
Choice-Telematics	Ryan.Clemons@Choice-telematics.com	Aug 01, 2025 2:11 AM
Data Storage Science, LLC	dssbd@ds-science.com	Aug 01, 2025 2:11 AM
Globiser, Inc	cnipe@globiser.com	Aug 01, 2025 2:11 AM
Vera Power Services LLC	verapowerservices@yahoo.com	Aug 01, 2025 2:11 AM
Sublime Wireless Inc.	john.oleary@swius.com	Aug 01, 2025 2:11 AM
ATTAC Consulting Group	busdevelopment@attacconsulting.com	Aug 01, 2025 2:11 AM
Leider Enterprises Inc DBA Connect Distributors	Chesky@connectdist.com	Aug 01, 2025 2:11 AM
ANC Group	Pennyh@ancgroup.com	Aug 01, 2025 2:11 AM
Impact Printing and Graphics LTD	claudia@impactprinting.biz	Aug 01, 2025 2:11 AM
Nitor E LLC	abird@nitorsi.com	Aug 01, 2025 2:11 AM
Wingman63, LLC.	andi.poch@wingman63.com	Aug 01, 2025 2:11 AM
Next Structural Integrity Inc	janice.collins@nextsi.com	Aug 01, 2025 2:11 AM
ADB Companies Inc.	mbinder@adb-us.com	Aug 01, 2025 2:11 AM
Steve Lewey's Vendor	steve.lewey@beltmann.com	Aug 01, 2025 2:11 AM
ArborVista, LLC	bids@arborvista.com	Aug 01, 2025 2:11 AM
Dig 'N It Excavation LLC	DNIEX@YAHOO.COM	Aug 01, 2025 2:11 AM
S & J Business solutions Inc.	Sandjbsi@gmail.com	Aug 01, 2025 2:11 AM

Xperteks Computer Consultancy, Inc.	mvelez@xperteks.com	Aug 01, 2025 2:11 AM
1digit	jgeiling@1digit.nyc	Aug 01, 2025 2:12 AM
Light As Air Boats	andi@lightasairboats.com	Aug 01, 2025 2:12 AM
OP Consulting Group LLC	owner@opconsultinggroup.com	Aug 01, 2025 2:12 AM
Bridge The Gap Sped, LLC	monique@bridgethegapsped.com	Aug 01, 2025 2:12 AM
Jackson Movers	info@mymovingsupport.com	Aug 01, 2025 2:12 AM
Security & Safety Associates of Louisiana LLC	revere@ssala.us	Aug 01, 2025 2:12 AM
Sacriste Empire Ai Professional Technology Services	csdunn@sacristempire.com	Aug 01, 2025 2:12 AM
Simarn, LLC	GARY.FEZZEY@SIMARN.COM	Aug 01, 2025 2:12 AM
Safe Havens International, Inc.	phuong@weakfish.org	Aug 01, 2025 2:12 AM
ATA Services, Inc.	pharrod@ataservices.net	Aug 01, 2025 2:12 AM
Megastar HR	beca@megastarhr.com	Aug 01, 2025 2:12 AM
Pearl Interactive Network	mantwine@pinsourcing.com	Aug 01, 2025 2:12 AM
Optimal Solutions Group	procurement@optimalsolutionsgroup.com	Aug 01, 2025 2:12 AM
JobSite Diesel Repair	sales@jobsitediesel.com	Aug 01, 2025 2:12 AM
3Core Systems, Inc	navin.kandula@3coresystems.com	Aug 01, 2025 2:12 AM
Onebridge Support Services LLC	anita@onebridgecenter.com	Aug 01, 2025 2:12 AM
D2D IT Services LLC	szahid@d2dis.com	Aug 01, 2025 2:12 AM
University of Cincinnati Economics Center	b.evans@uc.edu	Aug 01, 2025 2:12 AM
MS. TAMMY'S SOLUTIONS INC	info.mstammysolutions@gmail.com	Aug 01, 2025 2:12 AM
Publicus	clacatusu@public-us.com	Aug 01, 2025 2:12 AM
RCS Excavation, Inc.	jboak@rcsexcavation.com	Aug 01, 2025 2:12 AM
SCRIBEDOC.COM, IN C	sandy@scribedoc.com	Aug 01, 2025 2:12 AM
Vendor	michael.ongkiko@nfp.com	Aug 01, 2025 2:12 AM
Southwind Marketing Group	Damien@southwindmarketing.com	Aug 01, 2025 2:12 AM
UpSela Talent Solutions Inc.	asha.chaudhary@upselatalentsolutions.com	Aug 01, 2025 2:12 AM
MoeKim Alliance LLC	mauricewhite@moekim.com	Aug 01, 2025 2:12 AM
Ferox Group, LLC	bradley@theferoxgroup.com	Aug 01, 2025 2:12 AM
COAL HARBOUR MECHANICAL LTD	tyler.ohm@chm.ca	Aug 01, 2025 2:12 AM
Sys Code Labs llc	uma@syscodelabs.com	Aug 01, 2025 2:12 AM
EC Technology Consulting Services LLC	mcouncil@eccybersecurity.com	Aug 01, 2025 2:12 AM
MSHS	keith.deluca@mshs.com	Aug 01, 2025 2:12 AM
Zelante Technologies	procurement@zelantetech.com	Aug 01, 2025 2:12 AM
Drive Integration, LLC	brock@driveintegrationllc.com	Aug 01, 2025 2:12 AM
Express Systems & Peripherals	robert.lewis@express-inc.com	Aug 01, 2025 2:12 AM
Imprint Penny LLC	bids@imprintpenny.com	Aug 01, 2025 2:12 AM
Let the Beat Build	rlopez@letthebeatbuild.me	Aug 01, 2025 2:12 AM
Freedom Commercial Services	jvetzel@goarmstrong.com	Aug 01, 2025 2:12 AM
Kijero LLC	fed@kijero.com	Aug 01, 2025 2:12 AM
Strategic Government Resources	rfp@governmentresource.com	Aug 01, 2025 2:13 AM
Vendor	brian.vansickle@quadbridge.com	Aug 01, 2025 2:13 AM
Techbundle	dan.drake@techbundle.com	Aug 01, 2025 2:13 AM
IconXChange, LLC	michael@iconxchange.io	Aug 01, 2025 2:13 AM
DMR Construction Services	Rradici@dmrconstruct.com	Aug 01, 2025 2:13 AM
Total Team Construction	gyanez@totalteamcompanies.com	Aug 01, 2025 2:13 AM
FUNDING matters Inc.	wpetruck@fundingmatters.com	Aug 01, 2025 2:13 AM

All Points Media LLC	jeffg@allpointesco.com	Aug 01, 2025 2:13 AM
North Star Identity LLC	gitika.srivastava@northstar-identity.com	Aug 01, 2025 2:13 AM
ESI Fire & Security	james@esi-fs.com	Aug 01, 2025 2:13 AM
eNoah iSolutions Inc	krajamani@enoahisolution.com	Aug 01, 2025 2:13 AM
S&P Controls & Rebuild	spcontrolsrebuild@yahoo.com	Aug 01, 2025 2:13 AM
Assura, Inc.	karen.cole@assurainc.com	Aug 01, 2025 2:13 AM
D&D Fleet & Auto Service LLC	dana@ddfleetservice.com	Aug 01, 2025 2:13 AM
Green Leaf Procurement	jennifer@greenleafprocurement.com	Aug 01, 2025 2:13 AM
NUH Janitorial Company LLC	nadeem_majid@yahoo.com	Aug 01, 2025 2:13 AM
GenSigma LLC.	rfp@gensigma.com	Aug 01, 2025 2:13 AM
Northern Inspection Services	admin@nismidwest.com	Aug 01, 2025 2:13 AM
ClearBridge Technology Group, LLC	jwtetmore@clearbridgetech.com	Aug 01, 2025 2:14 AM
Step CG	Dweathers@stepcg.com	Aug 01, 2025 4:30 AM
Castle Rock Microwave	rvachris@castlerockmicrowave.com	Aug 01, 2025 4:47 AM
Solodev	dasha@solodev.com	Aug 01, 2025 4:59 AM
SAS HALO, Inc.	btalbott@sashalo.com	Aug 01, 2025 6:14 AM
SMART Technologies	jmiller@smarttech.com	Aug 01, 2025 6:44 AM
AlxTel, Inc	Bids@alxtel.com	Aug 01, 2025 8:04 AM
Dynamic Ideas	aratcliffe@alpharoute.com	Aug 01, 2025 10:14 AM
White River Services and Solutions	rdowns@whiteriverservices.com	Aug 01, 2025 10:35 AM
Newmack LLC	Meg@newmac1.com	Aug 01, 2025 12:51 PM
Softchoice Corporation	sledus@softchoice.com	Aug 02, 2025 4:19 AM
Waibel Energy Systems	christy.fielding@gowaiibel.com	Aug 02, 2025 6:50 AM
iResQ	michelle.crosby@iresq.com	Aug 15, 2025 4:49 AM
Sehi Computer Products	carolt@sehi.com	Aug 16, 2025 2:26 AM
FlowPath CMMS	alex@getflowpath.com	Aug 16, 2025 11:26 AM
Rasix Computer Center Inc	sam.shah@rasixinc.com	Aug 20, 2025 5:33 AM
Enhace AV LLC	James@EnhanceAV.net	Aug 20, 2025 11:33 AM
Adel Technology LLC	enisc@adelavs.com	Aug 26, 2025 4:59 AM
Global Phone Company	qamar@2gpc.com	Aug 27, 2025 12:41 PM
AIMXCEL INC	rk@aimxcel.com	Aug 29, 2025 8:58 AM
Mobile Communications America	troyberry@callmc.com	Aug 29, 2025 12:25 PM
Officewise Furniture & Supply	jellis@officewiseco.com	Aug 30, 2025 2:46 AM
Intraworks, Inc.	promero@intraworksusa.com	Sep 03, 2025 9:59 AM
Anuvision Technologies Inc.	svyne@anuvisiontech.com	Sep 10, 2025 6:01 AM
REK Investment Group Inc DbA Advanced Presentation Systems	ron@advancingav.com	Sep 11, 2025 5:15 AM
Advanced Document Solutions, Inc.	ssowdon@myadsusa.com	Sep 11, 2025 8:23 AM
Kajeet	publicsectorpmo@kajeet.com	Sep 12, 2025 3:49 AM
RCN Technologies	bids@rcntechnologies.com	Sep 12, 2025 9:33 AM
Konica Minolta Business Solutions U.S.A., Inc.	statebids@KMBS.KONICAMINOLTA.US	Sep 12, 2025 11:04 AM
Edpuzzle, Inc.	bids@edpuzzle.com	Sep 12, 2025 12:03 PM
Carrier Services Group, Inc.	Jeanne.Smith@csgroupint.com	Sep 13, 2025 3:44 AM
HPI International Inc	ab@hpi.com	Sep 13, 2025 4:01 AM
TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	gem@tabs.toshiba.com	Sep 13, 2025 7:57 AM
1 Accord Technologies	chris.minton@1accord.com	Sep 13, 2025 8:51 AM
Batteries, Watts & Things LLC dba Batteries Plus	bp124@batteriesplus.com	Sep 13, 2025 10:04 AM

Solutionz, Inc.	aerber@solutionzinc.com	Sep 13, 2025 10:26 AM
Discount Two-Way Radio Corporation	govsales@dtwr.com	Sep 13, 2025 10:46 AM
Coast To Coast Computer Products, Inc.	mirandah@coastcoast.com	Sep 15, 2025 3:28 AM
Trafera LLC	contracts@trafera.com	Sep 15, 2025 3:47 AM
T-Mobile USA, Inc.	GovtContractAdminSupport@t-mobile.com	Sep 15, 2025 6:14 AM
Encore Data Products, Inc	sales@encoredataproducs.com	Sep 15, 2025 6:43 AM
525 Technologies	525Bids@525technologies.com	Sep 15, 2025 7:25 AM
Titanium Technologies	AAKhan@Titaniumsupply.com	Sep 15, 2025 8:00 AM
Azulle	jorge@azulle.com	Sep 15, 2025 8:01 AM
Focus Camera LLC	acastillo@focuscamera.com	Sep 16, 2025 2:13 AM
Volicron	dwright@volicron.com	Sep 16, 2025 2:20 AM
Howard Technology Solutions	bids@howardcomputers.com	Sep 16, 2025 2:57 AM
PowerSchool Group LLC	pssrfp@powerschool.com	Sep 16, 2025 2:59 AM
Tixzy Sencomm Inc. dba Sencommunications, Inc.	rgeneral@sencomm.com	Sep 16, 2025 3:27 AM
Edmentum, Inc.	bidoperations@edmentum.com	Sep 16, 2025 3:39 AM
Spark Innovations	sales@thesparkinnovations.com	Sep 16, 2025 3:56 AM
DLZP Group, LLC	sales@dlzpgroup.com	Sep 16, 2025 4:14 AM
CompuCom Systems, Inc.	kayla.aviles@compucom.com	Sep 16, 2025 4:36 AM
Barnes & Noble Booksellers	RBryan@bn.com	Sep 16, 2025 5:19 AM
Safety Vision LLC	contracts@safetyvision.com	Sep 16, 2025 6:04 AM
Follett Software, LLC	fssbidadmin@follettsoftware.com	Sep 16, 2025 6:13 AM
Data Center Warehouse	sergio.ramalho@4dcw.com	Sep 16, 2025 6:20 AM
PYRAMID SCHOOL PRODUCTS	biddept@pyramidsp.com	Sep 16, 2025 6:27 AM
Visionworx, LLC dba AVI Southeast	scapasso@avisoutheast.com	Sep 16, 2025 7:19 AM
Xerox Business Solutions	xbsrfp@xerox.com	Sep 16, 2025 7:37 AM
New Tech Solutions, Inc.	vijay@ntsca.com	Sep 16, 2025 7:55 AM
VasSecCo	bids@vassec.co	Sep 16, 2025 8:01 AM
Johnson Controls Inc.	danny.greeson@jci.com	Sep 16, 2025 8:11 AM
AVI-SPL LLC	bids@avispl.com	Sep 16, 2025 8:50 AM
4Tech Solutions LLC	Lindsay@4tech4me.com	Sep 16, 2025 8:58 AM
Hypertec USA, Inc	directbids@hypertec.com	Sep 16, 2025 9:39 AM
Millennium Info Tech Inc	bids@miti.us	Sep 16, 2025 9:56 AM
Public Safety Solutions	dustin@pss-mo.com	Sep 16, 2025 10:09 AM
Network Communications International Corp, dba NCIC Correctional Services	RFP@ncic.com	Sep 16, 2025 10:36 AM
Concourse Tech Inc.	sales@concoursetech.com	Sep 16, 2025 11:19 AM
TransAct Communications, LLC	rfp@transact.com	Sep 16, 2025 11:24 AM
JourneyEd.com, Inc.	contracts@journeyed.com	Sep 16, 2025 11:32 AM
Lighting N Beyond LLC	mike.oberlander@lightingnbeyond.com	Sep 16, 2025 11:36 AM
Newsela, Inc.	procurement@newsela.com	Sep 16, 2025 11:48 AM
Multimedia Solutions, Inc.	bkuttel@multimedia-fl.com	Sep 16, 2025 12:01 PM
StarBoard Solution, Inc.	admin@starboard-solution.com	Sep 16, 2025 12:18 PM
ByteSpeed LLC	contracts@bytespeed.com	Sep 16, 2025 12:23 PM
Highland Electric Fleets	rfps@highlandfleets.com	Sep 16, 2025 12:50 PM



**AEPA 026-D Technology Catalog
Opening Record
Tuesday, September 16, 2025**

	Exceptions & Deviations	Part D Questionnaire	Market Baskets	Part E-Signature Forms	Part F-Pricing Workbook	Exhibit A-Marketing Plan	Acknowledge Download of Supporting Doc #1-6	Acknowledge Conformance With Bid Specs	Responsiveness Check*
Respondent	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Active Submissions:									
CDWG	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Connection Public Sector Solutions	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Data Center Warehouse	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Riverside Technologies	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SHI	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Eliminated Submissions:									
Azulle	Pass	Pass	Fail	Pass	Fail	Pass	Pass	Pass	Fail
Camcor	Pass	Pass	Fail	Pass	Pass	Pass	Pass	Pass	Fail
Securanty	Pass	Pass	Fail	Pass	Fail	Pass	Pass	Pass	Fail
The Repair Depot	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Fail

* - Send to Category Committee for Evaluation

Opening Chair:
Steve Griggs

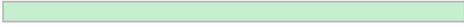
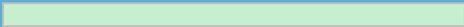
Witnesses:
George Wilson
Joni Puffett
Bart Powelson

Ken Swink
Becky Herlocker
Andrew Pickens

Dave Puyear
Craig Peterson
Mark Carollo

Melissa Mattson
Anna Marie Holllander

Summary

Question Set	Questions	% Complete	Progress	Error?
1	75	100.00%		Complete: no errors
2	31	100.00%		Complete: no errors
3	13	100.00%		Complete: no errors
Total	119	100.00%		

Question Set 1: Company Information

#	Question	Response	Comment	Status
1.0.1	Name of Company:	SHI International Corp. (SHI)		Complete
1.0.2	Company Address:	SHI's Global Headquarters: 290 Davidson Avenue		Complete
1.0.3	City, State, zip code:	Somerset, New Jersey 08873		Complete
1.0.4	Website:	https://www.shi.com/		Complete
1.0.5	Contact Person:	Moltrayee Majumdar		Complete
1.0.6	Title:	Senior Proposal Specialist		Complete
1.0.7	Phone:	858-232-2931		Complete
1.0.8	Email:	Moltrayee_Majumdar@SHI.co m		Complete
1.0.9	Is this Business a Public Company?	No		Complete
1.0.10	Is this Business a Privately Owned Company?	Yes	SHI is a privately owned corporation, incorporated in New Jersey. The breakdown of SHI's ownership structure is as follows: • 52% majority shareholder, Thai Lee • 40% minority shareholder, Ko'Suan Leo • 8% held in trust	Complete
1.0.11	In what year was this business started under its present name?	SHI was incorporated in New Jersey on November 28, 1989.		Complete
1.0.12	Under what additional, or, former name(s) has your business operated?	Software House International	As of September 17, 2008, Software House International, Inc., (SHI) formally changed its legal name to SHI International Corp. As a corporation incorporated in the State of New Jersey, this name change was authorized and accepted by the New Jersey Division of Revenue and remains on file with the office of State Treasurer. This change was implemented solely to recognize SHI as a global supplier of IT software, hardware and integrated professional services solutions.	Complete
1.0.13	Is this business a corporation? If yes, complete the following questions.	Yes		Complete
1.0.14	Date of Incorporation:	November 28, 1989		Complete
1.0.15	State of Incorporation:	New Jersey		Complete
1.0.16	Name of President:	Thai Lee, President and CEO		Complete
1.0.17	Name(s) of Vice President(s):	Denise Collison, Senior Vice President, Public Sector Sales, and Adronne Pulyk, Vice President, Public Sector Sales		Complete
1.0.18	Name of Treasurer:	James Prior, Chief Financial Officer, and Thai Lee, President and CEO		Complete
1.0.19	Name of Secretary:	Paul Ng, Director of Audit and Compliance		Complete
1.0.20	Is this business a partnership? If yes, complete the following questions.	No		Complete
1.0.21	Date of Partnership:	NA		Complete
1.0.22	State Founded:	NA		Complete
1.0.23	Type of Partnership, if applicable:	NA		Complete
1.0.24	Name(s) of General Partner(s):	NA		Complete
1.0.25	Is this business individually owned? If yes, complete the following questions.	No		Complete
1.0.26	Date of Purchase:	NA		Complete
1.0.27	State Founded:	NA		Complete
1.0.28	Name of Owner/Operator:	NA		Complete
1.0.29	Is this business type different from those identified above?	No		Complete
1.0.30	If yes, describe the company's type of format, year and state of origin and names and titles of the principals.	NA		Complete
1.0.31	Is this business women-owned?	Yes	Under the leadership of Co-Founder Thai Lee, who has served as our only President and CEO, SHI has organically grown since its founding in 1989 into the largest women's and minority-owned business in the United States. SHI is certified by the Women's Business Enterprise National Council (WBENC). Our WBENC Certification Number is 2005121863, and it expires on 2/28/26. Please see SHI WBE certificate in Supporting Information Document.	Complete
1.0.32	Is this business minority-owned?	Yes	Under the leadership of Co-Founder Thai Lee, who has served as our only President and CEO, SHI has organically grown since its founding in 1989 into the largest women and minority-owned business in the United States. SHI is certified by the National Minority Supplier Development Council (NMSDC). Our NMSDC Certification Number is 1903805, and it expires 3/31/26. Please see SHI MBE certificate in Supporting Information Document.	Complete
1.0.33	Does this business have an Affirmative Action plan/statement?	Yes	SHI, as the largest minority woman-owned business in the United States, has long supported programs that empower groups facing employment barriers. SHI's global success is driven by the diversity and inclusion of our team, and we are committed to diversity, equal opportunity, and affirmative action as the foundation of our fair and inclusive workplace. Please review SHI's Affirmative Action Plan, which is attached as a separate document with the NJ required documents. Please also see the Suoordinio information document for a more detailed response.	Complete
1.0.34	Enter business headquarters location including address, city, state, zip, phone number.	SHI Headquarters: 290 Davidson Avenue, Somerset, NJ 08873 Phone Number: 888-764-8888	Please see the response to question 1.0.36 for all SHI local and global business locations in the Supporting Information document for a more detailed response.	Complete
1.0.35	How long have you been at this location?	SHI has been in business at this location for more than 35 years.		Complete
1.0.36	Enter business branch locations, if any. Include address, city, state, zip, phone number for each.	SHI US Regional Offices: •SHI Bethlehem: 1605 Valley Center Parkway, Bethlehem, PA 18017 •SHI Charlotte: 101 N. Tryon Street, Suite 500 & 505, Charlotte, NC 28202 •SHI Chicago: 150 North Michigan Avenue, Suite 500, Chicago, IL 60601 •SHI Houston: 2000 West Sam Houston Parkway South, Suite 800, Houston, TX 77042 •SHI Manhattan: One Penn Plaza, Suite 1020, New York, NY 10119 •SHI Raleigh: 4519 Emperor Boulevard, Suite 210, Durham, NC 27703 Phone Number: 888-764-8888	Please see the Supporting Information document for a more detailed response on the listing of all SHI local and global business locations. The number listed is our primary number for SHI customer service and contact, which allows us to provide expedited responses over branch-specific phone numbers.	Complete
Sales History				
1.1.1	What percentage of your annual sales comes from public entities?	31%	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.2	Provide your business's annual sales for 2023 for K-12 schools.	Sales for 2023 for K-12 are \$389,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.3	Provide your business's annual sales for 2024 for K-12 schools.	Sales for 2024 for K-12 is \$377,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.4	Provide your business's annual sales for 2023 for cities, counties, and other public entities.	Federal Government: \$47,000,000 Local Government: \$1,244,000,000 State Agencies: \$1,513,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.5	Provide your business's annual sales for 2024 for cities, counties, and other public entities.	Federal Government: \$117,000,000 Local Government: \$1,054,000,000 State Agencies: \$1,917,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.6	Provide your business's annual sales for 2023 for higher education.	Sales for 2023 for High Education is \$509,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete

1.1.7	Provide your business's annual sales for 2024 for higher education.	Sales for 2024 for Higher Education is \$651,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.8	Provide your business's annual sales for 2023 for K-12 schools for products and services that meet the scope of work in this solicitation.	Sales for 2023 for K-12 is \$389,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.9	Provide your business's annual sales for 2024 for K-12 schools for products and services that meet the scope of work in this solicitation.	Sales for 2024 for K-12 is \$377,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.10	Provide your business's annual sales for 2023 for cities, counties, and other public entities for products and services that meet the scope of work in this solicitation.	Federal Government: \$47,000,000 Local Government: \$1,244,000,000 State Agencies: \$1,513,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.11	Provide your business's annual sales for 2024 for cities, counties, and other public entities for products and services that meet the scope of work in this solicitation.	Federal Government: \$117,000,000 Local Government: \$1,604,000,000 State Agencies: \$1,917,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.12	Provide your business's annual sales for 2023 for higher education for products and services that meet the scope of work in this solicitation.	Sales for 2023 for High Education is \$509,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
1.1.13	Provide your business's annual sales for 2024 for higher education for products and services that meet the scope of work in this solicitation.	Sales for 2024 for Higher Education is \$651,000,000	INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
Key Contacts				
1.2.1	Please provide the name, title, phone and email for your Contract Manager	Paul Linhardt, Sr. Contracts Specialist, Phone Number 3147577005 Email Paul.Linhardt@SHI.com		Complete
1.2.2	Please provide the names, phone and email for your Distributors, Dealers, Installers, Sales Reps.	Chris Dickman, Capture & Business Development Manager, Phone Number 7032830831, Email Chris.Dickman@SHI.com	Our primary point of contact, Chris Dickman, will continue to act as the principal liaison, overseeing coordination efforts and facilitating engagement with the account team and other pertinent internal subject matter experts. Please refer to the Supporting Information document for a more detailed response.	Complete
1.2.3	Please provide the name, title, phone and email for your Consultants & Trainers.	Chris Dickman, Capture & Business Development Manager, Phone Number 7032830831, Email Chris.Dickman@SHI.com	To streamline contact for AEPAs, we have provided a single point of contact. Please refer to question 1.2.2 for details.	Complete
1.2.4	Please provide the person's name, title, phone and email who will be handling Warranty & After the Sale services.	Chris Dickman, Capture & Business Development Manager, Phone Number 7032830831, Email Chris.Dickman@SHI.com	To streamline contact for AEPAs, we have provided a single point of contact. Please refer to question 1.2.2 for details.	Complete
1.2.5	Provide total number and location of salespersons employed by your business in the United States by city and state.	SHI is a global company with more than 7,000 employees, including more than 1,500 salespeople and account executives in all 50 states. Within our Public Sector Sales team, we employ more than 495 salespeople.	Please refer to the Supporting Information document for a more detailed response.	Complete
Sales Training				
1.3.1	Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.	Upon award, SHI will immediately commit to training our sales force on this new AEPAs contract, as we understand this will be critical to our continued, mutual success. Building upon the knowledge gained from our 025-F AEPAs award, within one week of an award, SHI will organize a call with our Public Sector senior leadership, marketing, sales, and contract personnel for the AEPAs cooperative contract. The purpose of this meeting will be to design a plan to: Train and enable both SHI Public Sector field account executives and inside account executives, along with their respective leadership, on the AEPAs contract. Announce contract strategies Facilitate current and prospective member market		Complete
1.3.2	What is your company's plan, if your company were awarded the contract, to service up to 31 states (or the region awarded in a regional bid). Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPAs.	The combination of SHI's highly certified nationwide sales support team, warehouse and integration centers, and relationships with leading distributors will allow us to provide efficient product delivery across the nation in support of this contract. Upon award, SHI will coordinate with participating AEPAs member agencies on the execution of a contract and an implementation plan to ensure the successful rollout of the new contract in their state(s). We will engage our extensive internal resources and national salesforce to serve customers in up to all 50 states or as awarded by AEPAs. With one of the largest and most highly certified sales support teams in the industry.	Please refer to the Supporting Information document for a more detailed response.	Complete
Products & Services				
1.4.1	Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.	SHI offers our complete catalog of products and services in response to this RFP. We take a vendor-neutral approach to helping customers and the right technology to meet every specific requirement of their IT environment. One of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services for each unique customer. In fact, SHI's current catalog includes approximately 25,000 hardware, software, and other product partners. SHI sells thousands of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by	Please see the Supporting Information document for a more detailed response.	Complete
Distribution				
1.5.1	Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors and manufacturers directly, to provide efficient product delivery across the US. Our extensive distribution network allows SHI to always source from the supplier closest to the customer's shipping address with inventory availability and the best cost for the customer. Most products are, therefore, delivered within three to five business days of order placement. SHI's distribution model reduces time to market for our customers. The model also decreases our overhead costs of maintaining additional warehouses and supports SHI's internal cost structure, subsequently allowing us to		Complete
1.5.2	Provide the type (service/support or distribution) and location of centers that support the United States by name, city and state.	Our leading distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA • Swedesboro, NJ		Complete

Note: full catalog information to be included in supplementary document

1.5.3	Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent service providers.	<p>SHI has developed a partner network and has been building relationships with our highly qualified and selected partners, having first made each potential partner go through an extensive profiling process.</p> <p>SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where the partner can do business.</p> <p>One of our top priorities is confirming that our partner resources are certified for the work we may subcontract them to perform. Our practice managers, solution architects, and/or program managers request proof of certification as needed. Additionally, SHI examines prospective</p>	Please see the Supporting Information document for a more detailed response.	Complete
1.5.4	Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the states) wherein they are eligible to provide services on behalf of the business.	<p>SHI leverages a vast network of elite global subcontractors who have been vetted to provide services and bolster our capabilities, ultimately extending our global reach. Any use of a subcontractor, distributor, installer, or other independent service provider by SHI as part of this RFP would be entirely determined on a case-by-case basis. In the event we determine the need for a subcontractor, we will inform AEPAs or any member agency we would support and can provide any necessary documentation required.</p> <p>SHI offers full IT solutions—from commodity software and hardware procurement and integration to complete, end-to-end data center solutions. Our diverse partner ecosystem supports</p>	Please see the Supporting Information document for a more detailed response.	Complete
1.5.5	If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.	<p>SHI is one of the country's largest privately held minority and woman-owned enterprise and provider of IT products and services. SHI's diversity initiatives align with customer's whose strategic business objectives include supplier diversity and development. Our diversity business development initiative focuses on building and maintaining a community of diverse suppliers and partners, including subcontractors, who best serve our customers' needs.</p> <p>We continue to grow an effective Tier 1 program by utilizing our services partner database, which includes certified minority, woman, veteran, small disadvantaged and HUBZone-owned businesses.</p> <p>Built over the last 20 years,</p>	Please see the Supporting Information document for a more detailed response.	Complete
1.5.6	If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.	<p>SHI supports customers from our Somerset, NJ, global headquarters and from several offices throughout the U.S. and our sales leadership team and account executives live regionally in the areas that they support. Notably, SHI has local coverage in all AEPAs member states.</p> <p>Use of Local Companies With our expansive national network, SHI can effectively identify local companies with local employees in a customer's region. We are committed to supporting AEPAs member agencies in their initiatives to leverage local partners whenever possible, based on the needs of individual projects.</p> <p>Diversity of Ownership and</p>	Please see the Supporting Information document for a more detailed response.	Complete
1.5.7	If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.	<p>With our expansive national network, SHI is able to effectively identify small companies with employees in a customer's region. We are committed to supporting AEPAs member agencies in their initiatives to leverage small partners whenever possible, based on the needs of individual projects.</p>	Please see the Supporting Information document for a more detailed response.	Complete
Marketing				
1.6.1	Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences for the most recent full year. List all conventions, conferences, and other events at which this company exhibited.	<p>SHI actively participates in trade shows, conferences, and meetings across the country in order to market our products and services to public sector audiences. Upon award, our objectives</p>	Please see the Supporting Information document for a more detailed response.	Complete
1.6.2	Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.	<p>Contract Capture and Strategy, Public Sector leadership, and Public Sector Marketing teams will collaborate with AEPAs in the creation and rollout of a new marketing plan to reach eligible member agencies. While we will draw on our extensive experience in holding and marketing numerous cooperative and group purchasing organization contracts, details of this plan will be unique and based specifically on the goals of AEPAs and the needs of the member agencies. This marketing plan will highlight the differences between this new agreement and any existing contracts that we currently hold with AEPAs member agencies. We will utilize internal training</p>	Please see the Supporting Information document for a more detailed response.	Complete
1.6.3	Describe the ways in which your company will collaborate with AEPAs Agencies to market the resulting contract. Include any contract announcements, planned advertisements, and any other direct or indirect marketing activities promoting the AEPAs awarded contract. Add any supplemental materials as pdfs and label them as Exhibit A-Marketing.	<p>SHI is committed to collaborating with AEPAs and member agencies in the marketing of this contract. With decades of experience working with similar contracts, we have a team and processes in place, along with resources across the country, to ensure the continued growth and success of our partnership. Upon award, the AEPAs team will work with our Public Sector leadership, Marketing team, and the following people to either expand our existing marketing plan, or create and execute a new marketing plan:</p> <ul style="list-style-type: none"> Aimee Ballenger, Sr. Director of Contract Capture and Development, Aimee_Balenger@SHI.com Amelia Jakubczyk, Director SLED Contract Capture and 	Please see Exhibit A – Marketing - SHI and Supporting Information Document for additional details.	Complete

Note for this section: update with any information provided by marketing

1.6.4	Describe the process for how the company will launch the contract with current and potential agencies.	SHI Capture and Business Development Manager Chris Dickman is currently aligned to AEPAs. He is available to support regular reviews with AEPAs member agencies as the contract kicks off. A healthy contract review will allow us to stay focused, analyze results for plans and strategies currently in place, discuss new campaign and marketing ideas, and review the overall success of the contract. Our history of success with similar contracts, including our current work with AEPAs, will be invaluable to a strong launch.	Please see the Supporting Information document for a more detailed response.	Complete
1.6.5	Describe your company's ability to produce and maintain full color print or electronic advertisements in camera ready format.	SHI has a fully staffed in-house graphics department with the ability to support the creation and maintenance of full-color print or electronic advertisements in camera-ready format for AEPAs and member agencies.		Complete
Environmental Initiatives				
1.7.1	Indicate if your company has any products in your offering that have any third-party environmental certifications.	SHI has access to manufacturer product lines across all key solution groups and can source products with environmental certifications. Through participation in sustainable partner programs for manufacturers such as HP Amplify and Cisco's environmental sustainability specialization, SHI resources lead product discussions with consideration to sustainability to support our customers as they seek to operationalize environmental sustainability practices. In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets.	Please see the Supporting Information document for a more detailed response.	Complete
1.7.2	Describe the business's "Green" objectives (e.g. LEED Certification, reducing footprint, reuse, reduce, recycle)	SHI's environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. SHI's sustainability vision is to operate its business as a responsible environmental citizen committed to managing resources and concern for our environment's well-being.	Please see the Supporting Information document for a more detailed response.	Complete
1.7.3	Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering?	SHI works on the customer's behalf to identify products with environmental certifications from our major OEMs. While SHI has not received environmental certifications for products and services, we have access to more than 735,500 hardware devices that have either Energy Star, EPEAT, or TCO environmental certifications. These environmentally certified devices encompass key product categories such as computers and laptops, multifunction machines and printers, workstations, and peripheral equipment, and represent 28 percent of our entire product range. We are committed to supporting customers who wish to prioritize energy-efficient devices in their procurement practices.	Please see the Supporting Information document for a more detailed response.	Complete
Value Add				
1.8.1	Describe any/all features of your company that you feel will provide additional value and benefit to a participating AEPAs agency.	As a value-added reseller, SHI builds a relationship with each customer to optimize procurement by providing competitive pricing, technical resources, industry knowledge, strategic cost savings recommendations, and excellent customer service. As a primary connection point to technical resources, SHI brings access to a global knowledge base as we work with customers to achieve their business objectives. SHI works closely with AEPAs and its member agencies to understand technology goals and objectives and to align free value-added services that may benefit you and member agencies.	Please see the Supporting Information document for a more detailed response.	Complete
Disclosures				
1.9.1	Does this business have actions currently filed against it? If Yes, AN ATTACHMENT IS REQUIRED. List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.	No		Complete
References				
1.10.1	Provide contact information of your business's five largest public agency customers. Include the customer business name, contact name, title, phone number and email.	Customer 1 Customer Name: Louisiana Office of Technology Services Contact Name: Michael Allison Title: Chief Administrative Office Phone Number: 225-342-7144 Email: michael.allison@lta.gov Customer 2 Customer Name: Indiana Office of Technology Contact Name: Chris Barnett Title: Vendor Management Coordinator Phone Number: 317-522-9935 Email: cbarnett2@iout.in.gov Customer 3 Customer Name: Minnesota Department of Administration Contact name: Luke Jannett	SHI's five largest public agency references are also added in the Supporting Information document. INFORMATION IN THIS SECTION IS CONFIDENTIAL AND NOT TO BE SHARED IN PUBLIC.	Complete
75 Questions		100.00% Complete		

Question Set 2: Service Questionnaire

#	Question	Response	Comment	Status
Sales Data				
2.1.1	Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company has sold products/service in the past 3 years.	SHI has sold products/services in all participating AEPA member states in the past three years. Since our inception in 1989, SHI has significantly expanded our public sector services. We provide comprehensive support to 12,000 government and educational entities, including state and local governments, K-12 and higher education institutions, as well as public healthcare organizations and federal agencies in all 50 states.		Complete
2.1.2	Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company proposes to sell in.	SHI proposes to sell our solutions to all participating AEPA member states.		Complete
2.1.3	Please refer to the chart of participating AEPA member states in this solicitation and list the states in which your company has sales reps, distributors, or dealers.	SHI has sales representatives and team members in all participating AEPA member states.		Complete
2.1.4	Does this company have an e-commerce website?	Yes	SHI.com is SHI's single-source procurement platform available to all SHI customers. From the comfort of their offices, AEPA member agencies can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our renewal organizer timeline. With more than 470,000 products available, our eCommerce team will ensure each AEPA member agency's site contains only approved products. This requires no additional work for AEPA member agencies. We review their company standards, license agreements, and location to ensure we only offer products that meet their requirements. Please see the SHI e-commerce site home page graphics in response to question 2.1.6 for reference.	Complete
2.1.5	If yes, provide the website address.	www.shi.com		Complete
2.1.6	If applicable, describe your company's ability to integrate into other ecommerce sites. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.)	SHI is committed to fully integrating with AEPA member agencies' systems to provide the needed automation and exceed AEPA and member agency expectations. Our open architecture systems let us integrate with virtually any e-commerce platform, either through market leaders or a proprietary solution. ServiceNow, Ariba, Perfect Commerce, Peoplesoft, SAP, and Oracle are the most popular applications SHI supports. In general, we can support systems that use cXML (commerce extensible mark-up language), or electronic data interchange standards. This includes a wide range of applications and proprietary systems.	Please see the Supporting Information document for a more detailed response.	Complete
2.1.7	Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.	SHI has more than 25 years of experience integrating with eProcurement systems. We cannot provide the customer names and net sales due to confidentiality and NDA.	Please see the Supporting Information document for a more detailed response.	Complete
Customer Support				
2.2.1	Does this business have online customer support options?	Yes	Please see the Supporting Information document for a more detailed response. AEPA member agencies can contact online customer support at: https://www.shi.com/us/customerservice/contact-us .	Complete
2.2.2	Does this business have a toll free customer support phone option?	Yes	SHI customer support is available by phone at 888-764-8888. SHI has team phone lines where members of the support team are logged in and calls are answered in a round-robin method by members who are not on a call. In the event all members are helping other customers, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or account executive for immediate assistance.	Complete
2.2.3	Does this business offer local customer and support service options?	Yes	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated account executive and a dedicated inside sales team. Field territories are structured vertically and geographically. Each account executive is supported by a team of client solutions managers who maintain direct relationships with the customers. SHI's account executives are empowered to make decisions about their customers' support and have the autonomy to resolve issues as they arise. Because our account executives ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, SHI leadership is engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully supporting their customers with accessible, courteous, responsive, and seamless customer service.	Complete

2.2.4	State your normal delivery time (in days) and any options for expediting delivery.	<p>SHI has established relationships with large IT distributors, smaller local distributors, and manufacturers directly, enabling a unique distribution model that drop ships orders directly to customers' locations via our extensive network of distribution centers throughout the US. SHI always ships from the area closest to the customer with available inventory. This model helps ensure reduced delivery time and the best pricing options.</p> <p>Except for custom-built or custom-configured products, most orders are delivered within three to five days of purchase order receipt.</p> <p>Depending on the manufacturer and product ordered, custom devices and data center hardware have longer lead times, which is communicated to customers at</p>		Complete
2.2.5	State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?	<p>When a customer submits an order, their client solutions manager checks inventory and notifies the customer if the product is unavailable and the estimated availability time. Their SHI client solutions team monitors the order status and works with sourcing specialists in purchasing to check inventory through all sources to expedite shipment to the customer.</p> <p>SHI sends update notifications as our vendors provide backorder status changes. At any time before shipment, AEPA member agencies will have the option to leave the product on backorder, substitute a different product, or cancel the order with SHI according to OEM cancellation policies.</p>		Complete
2.2.6	Describe your company's payment terms as well as any quick pay discounts.	<p>At SHI, our standard approach to payment terms with each of our valued customers is Net 30 days from the date of invoice. SHI does not offer early payment discounts. However, we recognize that individual member agencies may have unique requirements, and we are open to discussing and aligning on specific payment terms during the award or purchase order (PO) stage.</p>		Complete
2.2.7	State your company's return policy and any applicable restocking fees.	<p>SHI's return policy ensures a streamlined product return process while adhering to OEM and distributor guidelines. To be eligible for return, a product must be in resale condition, returned within the allowable period, and not designated as "non-cancellable" or "non-returnable." Special-order items or products not in resale condition can be returned only if the OEM/distributor accepts them, with shipping and restocking fees borne by the customer, unless the error is on SHI's part. Occasionally, the product manufacturer has a "no returns" policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in the purchase. In these specific instances, SHI is unable to accommodate returns.</p> <p>For non-conforming products, customers can request a</p>		Complete
2.2.8	Describe any special program that your company offers that will improve customer's ability to access products, on-time delivery, or other innovative strategies.	<p>As AEPA members' IT environments scale, so do their challenges—lack of visibility across their environment, increasing management costs, and rising exposure to security compliance and audit risks. To help our customers overcome these challenges, we built the SHI One management platform. This unified platform gives customers complete visibility to simplify, streamline, and secure their hybrid IT environment.</p> <p>SHI One is free to all SHI customers and empowers them to direct multi-cloud, service, and inventory management in one place by consolidating all the essential management, consumption, and cost information into a single view.</p>	Please see the Supporting Information document for a more detailed response.	Complete
Pricing				
2.3.1	Is your pricing methodology guaranteed for the term of the contract?	Yes	SHI will maintain fixed discounts throughout the life of the contract.	Complete
2.3.2	Will you offer customized price lists to participating entities as required per the pricing terms in the AEPA Terms and Conditions?	Yes	SHI can, upon request, provide customized price lists to participating entities as required per the pricing terms in the AEPA Terms and Conditions.	Complete

2.3.3	Will you offer hot list pricing (optional) as described in the pricing terms in the AEPA Terms and Conditions/Specifications?	No	SHI does not offer hot list pricing as described in the AEPA Terms and Conditions. However, we can offer members special pricing on the items they have purchased with us.	Complete
2.3.4	Will you offer volume price discounts as described in the pricing terms of the AEPA Terms and Conditions/Specifications?	Yes	Many hardware manufacturers and software publishers offer volume discount programs that are based on a commitment or contractual agreement with the customer. At SHI, we have product specialists and hardware resource representatives who can review member agency purchases and provide recommendations on how the AEPA member agencies can benefit from these programs. Our SHI account team will work closely with the customer and our internal resources to ensure the AEPA member agency is taking advantage of all eligible benefits. Even if a manufacturer does not have a formal discount program, there may still be additional discounts available to the AEPA member agencies based on their size and purchasing volume. We will negotiate with manufacturers on member agencies' behalf to obtain the best price possible. Our SHI account team will analyze our extensive reports to identify the product lines or manufacturers that the member agency frequently purchase in large quantities, and we will negotiate based on this data.	Complete
Competitiveness				
2.4.1	Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.	Yes	The pricing proposed to AEPA is equal to the pricing SHI offers to other cooperatives with similar volumes.	Complete
2.4.2	Is the proposed pricing LESS THAN individual customer and/or cooperatives receive? If so, indicate the percentage by which it is lower.	No	The pricing proposed is equal to what other cooperatives with similar volumes will receive.	Complete
Cooperative Contracts				
2.5.1	Does your business currently have contracts with other cooperatives (local, regional, state, national)?	Yes		Complete
2.5.2	If YES, list the cooperative name and the respective expiration date(s) of your contract with the cooperative.	<ul style="list-style-type: none"> •NASPO ValuePoint (Cloud Solutions), valid through 9/15/2026 •NASPO SOFTWARE VALUE ADDED RESELLER (SVAR), valid through 4/24/2027 •OMNIA Partners (IT Solutions), valid through 07/01/2028 •OMNIA Partners (Total Cloud Solutions), valid through 9/30/2026 •Sourcewell Technology Products and Services, valid through 2/27/2028 •Avia Information Technology Products, Solutions, and Services, valid through 1/16/2027 •TIPS - Technology Solutions, Products and Services, valid through 5/31/2028 •PACE Computer Hardware, Sftware, Services and Supplies, valid through 12/31/2025 	SHI has competitively bid contracts in all 50 states. Please see the link provided in the Supporting Information document for details on a full listing of SHI contracts.	Complete
2.5.3	If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?	SHI supports a large portfolio of contract vehicles used by our public sector customers, including AEPA member agencies. While our customers ultimately choose which contract vehicle they prefer to use for each procurement, SHI will adhere to the marketing plan detailed in this proposal to encourage utilization of the AEPA contract and ultimately increase the number of customers that purchase via AEPA cooperative contracts, providing AEPA agencies an extraordinary experience with a purpose and a passion that is incomparable.		Complete
2.5.4	How will your company track sales, by Member Agency, that are attributable to AEPA?	SHI knows you need flexibility in reporting, including the need for reports from the highest organizational level to the most granular. In response to those needs, we developed databases flexible enough to incorporate any organizational structure and to provide reports on any level within the organization. Our process starts at the most granular reporting level, grouping ordering units up to the organizational level. Contract numbers are also captured, enabling us to run a report across all purchases made under a contract, including those sales attributable to AEPA. We can also collect customized data fields, which can be established at the organizational level. Along with any required reporting, we offer standard and customized		Complete
Fees				
2.6.1	Do you include the administrative fee in the price of your products and/or services?	Yes	The pricing included in SHI's proposal includes the administrative fee.	Complete
2.6.2	If not, do you add on the administrative fee as a separate fee to the final invoice to the final customer?	NA		Complete

2.6.3	Are shipping and handling costs included in the price of your products and/or services? (See Part A, Section IV. 11)	Yes	If applicable, shipping costs depend on the item, shipping origin, and the desired speed of delivery and can only be determined at the time of quote. SHI has secured aggressive shipping rates from our major distribution partners on most transactional products, which we pass on to AEPA member agencies. However, additional freight charges may apply in cases including, but not limited to, products of a specific weight, size, or shape, expedited shipping for overnight or second-day delivery, or products that are shipped from SHI's warehouse/integration center or a non-standard third party. Shipping costs may be incurred and charged separately from the product cost based on the abovementioned factors and in line with contractual requirements. SHI sources products directly from OEMs and an expansive network of authorized distributors. To help reduce costs, SHI ships from the location with inventory closest to the customer's shipping address. This excludes Alaska and Hawaii.	Complete
2.6.4	If not, do you add on applicable shipping and handling fees separately on invoices	Shipping costs depend on the item, shipping origin, and the desired speed of delivery and can only be determined at the time of quote. SHI has secured aggressive shipping rates from our major distribution partners on most transactional products, which we pass on to AEPA. Reliable and secure delivery is a top priority for SHI. SHI currently leverages small parcel carriers and freight carriers for shipment of larger quantities. SHI can ship products via any method the customer desires. These include: •Standard delivery: Shipment is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free. Exceptions include very large pallets (servers that are racked/stacked) and any order that requires custom		Complete
2.6.5	Does your business offer leasing arrangements under this solicitation?	Yes	SHI offers leasing and financing for all devices and software that we sell. Our pricing models include monthly, quarterly, or annual terms. Term lengths range from 12 to 60 months. Once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. SHI recommends a meeting with the SHI Capital team and the appropriate parties within AEPA so we can present our program and help identify a leasing structure that is ideal for you.	Complete
2.6.6	If yes, please indicate how the rate factor is determined and indicate any other cost factors related to leasing.	Lease Rate Factor Determination: SHI determines the lease rate factor based on several key considerations to ensure competitive and customized financing solutions. The primary factors include: •Creditworthiness of the Lessee: SHI evaluates the lessee's credit profile to assess risk, which influences the lease rate factor. A stronger credit history typically results in a lower lease rate factor. •Lease Term: The duration of the lease (ranging from 12 to 60 months, as noted in 2.6.5) impacts the lease rate factor. Shorter terms may result in a higher monthly lease rate factor, while longer terms often lower the monthly factor but may increase total costs over time. •Asset Type and Residual Value: The type of equipment	Please see the Supporting Information document for a more detailed response.	Complete
31 Questions		100.00% Complete		

Question Set 3: Category Specific Questions

#	Question	Response	Comment	Status
Hardware-Software				
3.1.1	Are you bidding in the subcategory of Hardware-Software catalog? If yes, AN ATTACHMENT IS REQUIRED. Please attach a spreadsheet labeled "Hardware-Software Manufacturers," in the Supporting Information section of your response, listing all the manufacturers included in the catalog.	Yes	Please review the spreadsheet attachment named "Hardware-Software Manufacturers-SHI" for details	Complete
3.1.2	If yes, does your Hardware-Software catalog include products representing at least 300 brands and/or manufacturers?	Yes		Complete
3.1.3	If yes, does your Hardware-Software catalog contain at least 100,000 products?	Yes		Complete
3.1.4	Is your catalog inclusive of all the types of products listed in Part A, Section 9.1.2?	Yes		Complete
3.1.5	Have you completed the Pricing Schedule Spreadsheet Tabs F.1, F.2, and F.4?	Yes		Complete
Audio-Visual				
3.2.1	Are you bidding in the subcategory of Audio-Visual catalog. If yes, AN ATTACHMENT IS REQUIRED. Please attach a spreadsheet labeled "Audio Visual Manufacturers," in the Supporting Information section of your response, listing all the manufacturers included in the catalog.	No	SHI is not bidding in this subcategory.	Complete
3.2.2	If yes, does your Audio-Visual catalog include products representing at least 100 brands and/or manufacturers?	NA	SHI is not bidding in this subcategory.	Complete
3.2.3	If yes, does your Audio-Visual catalog contain at least 50,000 products?	NA	SHI is not bidding in this subcategory.	Complete
3.2.4	Is your catalog inclusive of all the types of products listed in Part A, Section 9.2.2?	NA	SHI is not bidding in this subcategory.	Complete
3.2.5	Have you completed the Pricing Schedule Spreadsheet Tabs F.1, F.3, and F.4?	NA	SHI is not bidding in this subcategory.	Complete
Cloud Services				
3.3.1	Are you offering a Cloud Services option to accompany your Hardware-Software Catalog or Audio-Visual Catalog?	No		Complete
3.3.2	Have you completed the Pricing Schedule spreadsheet, tab F.5?	NA		Complete
HUB				
3.4.1	Are you offering an option to use services from Historically Under-Utilized Businesses (HUBs)? If yes, please attach a narrative, in the Supporting Information section of your response, describing the program, the roles of HUB businesses, and the HUB businesses that may be included at the onset of the program.	No		Complete
13 Questions		100.00% Complete		



Part E – Signature Forms

AEPA 026-D

Technology Catalog

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/Euna Procurement.

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 Respondent is 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. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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).

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

SHI International Corp.

Name of Business

Moitrayee Majumdar

Signature of Authorized Representative

Moitrayee Majumdar

Printed Name

09/12/2025

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.

Moitrayee Majumdar

290 Davidson Ave.

Authorized Representative (Please print or type)

Mailing Address

Senior Proposal Specialist

Somerset, NJ 08873

Title (Please print or type)

City, State, Zip

Moitrayee Majumdar

09/12/2025

Signature of Authorized Representative

Date

STATE OF California

COUNTY OF San Diego

SUBSCRIBED AND SWORN TO before me this 12 day of September, 2025 by
Moitrayee Majumdar

MAYA LYNCH
Commission # 50211505
Notary Public, State of New Jersey
My Commission Expires
June 28, 2028



Notary Public Maya Lynch
My Commission expires: June 28, 2028
Notary ID: 50211505

[Please review Exceptions and Deviations - SHI form uploaded as a separate file attachment in the portal.](#)

Solicitation Affidavit-Page 2 of 2



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 Member Agency will provide a copy of the document to the Respondent.

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>SHI International Corp.</u>	Date	<u>09/12/2025</u>
Address	<u>290 Davidson Ave.</u>	City, State Zip	<u>Somerset, NJ 08873</u>
Contact Person	<u>Moitrayee Majumdar</u>	Title	<u>Senior Proposal Specialist</u>
Authorized Signature	<u><i>Moitrayee Majumdar</i></u>	Title	<u>Senior Proposal Specialist</u>
Email	<u>Moitrayee_Majumdar@SHI.com</u>	Phone	<u>888-764-8888</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, 2027 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 _____

Authorized Signature _____

Awarded this	day of	Contract Number
Contract to commence-check one		
(Member Agency to select)	<input type="checkbox"/> 3/1/2026	<input type="checkbox"/> Or



Exceptions & Deviations

AEPA 026-D

Technology Catalog

Instructions

Use this form to submit any Exceptions or Deviations to any terms and conditions requested in this solicitation. Please use the numbering system in the solicitation to refer to the term or condition for which you are providing alternative language (you must provide alternative language, not simply reference to an item you do not agree to). AEPA reserves the right to accept, deny, or negotiate terms and conditions acceptable to both parties. If you have no Exceptions or Deviations, mark the "No" box in the appropriate space below with an "X".

This is a REQUIRED form that must be submitted with your response.

Company Information

Name of Company:	SHI International Corp.
Company Address:	290 Davidson Ave.
City, State, zip code:	Somerset, NJ 08873
	Moitrayee Majumdar
Title:	Senior Proposal Specialist
Phone:	888-764-8888
Email:	Moitrayee_Majumdar@SHI.com

Exceptions & Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions and Deviations to local, state or federal laws cannot be accepted under this solicitation.

	No, this respondent does not have exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.
X	Yes, this respondent has the following exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.

Document Name	Section Name, Page Number, & Outline Number	Term and Condition or Specification	Exception or Deviation Alternative Language
AEPA Response Part A - Instructions and Specification Denied	Section 8. General Specifications 8.1.2	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95 percent or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level. Relief may be granted by a state Member Agency or the AEPA Oversight Committee in cases of national supply disruptions due to war, tariffs, pandemics, or other widespread aberrations affecting trade and commerce.	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95 percent or above. Items that are reordered, backordered, or partially filled <u>without prior notice</u> are not considered filled items when calculating this service level. Relief may be granted by a state Member Agency or the AEPA Oversight Committee in cases of national supply disruptions due to war, tariffs, pandemics, or other widespread aberrations affecting trade and commerce.
Part A - Instructions and Specification Accepted	Section 8. General Specifications 8.1.3	Orders must be shipped within forty-eight hours after receipt of an order 90 percent of the time. The Vendor Partner must notify the buyer if the product ordered cannot be shipped within this time period. The buying agency may agree to a delay or secure the product elsewhere.	Orders must be shipped within forty-eight hours after receipt of an order 90 percent of the time <u>for in-stock items</u> . The Vendor Partner must notify the buyer if the product ordered cannot be shipped within this time period. The buying agency may agree to a delay or secure the product elsewhere.
Part A - Instructions and Specification Denied	Section 12. Pricing Page 17-18	The bidder must provide their pricing as requested utilizing the various pricing methodologies specified. The bidder or Vendor Partner must agree that they will offer bid prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. Please note the following that relate to pricing:	The bidder must provide their pricing as requested utilizing the various pricing methodologies specified. The bidder or Vendor Partner must agree that they will offer bid prices equal to or better than what they ordinarily offer to individual entities or cooperatives with <u>equal or lesser volume</u> like <u>terms and conditions, such as volume</u> . Please note the following that relate to pricing:
Part B - AEPA Terms and Conditions Accepted	Audit Rights, Page 4	In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place.	In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place. <u>Such audits shall be with thirty (30) days written notice and not more than once annually for each AEPA Member Agency unless otherwise required by law.</u>

<p>Part B - AEPA Terms and Conditions Denied</p>	<p>Delivery Terms, Conditions, and Requirements Section 9. Liquidated Damages Page 8</p>	<p>The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.</p>	<p>The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is <u>reasonably</u> determined by Buyer to be complete and/or delivered <u>that is within Vendor Partner's reasonable control</u>. Liquidated damages will be determined on a project-by-project basis.</p>
<p>Part B - AEPA Terms and Conditions Accepted</p>	<p>Termination for Convenience Page 20</p>	<p>AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.</p>	<p>AEPA Member Agency reserves the right to immediately terminate this contract <u>with ten (10) days written notice</u>, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.</p>
<p>Part B - AEPA Terms and Conditions Denied</p>	<p>Indemnification Page 11</p>	<p>Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its employees</p>	<p>Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any <u>reasonable</u> attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any <u>negligent</u> act, omission, <u>professional error, fault, mistake,</u> or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the <u>sole-proportional</u> negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its</p>

		will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction must be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA	employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction must be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA Member Agency and/or Participating Entity.
Part B - AEPA Terms and Conditions Accepted	Patent and Copyright Indemnification Page 15	To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.	To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract Vendor Partner's performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract by Vendor Partner. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.
Part B - AEPA Terms and Conditions Accepted	Warranty Page 22	Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner.	Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum Vendor Partner will pass through all manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications warranties. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer Vendor Partner agrees to <u>reasonably</u> assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract. <u>EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR PARTNER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS OR THIRD PARTY SERVICES PROVIDED BY VENDOR PARTNER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.</u>
ADD to Part B - AEPA Terms and Conditions	Limitation of Liability		NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS,

<p>Accepted-text not highlighted</p> <p>Denied highlighted text</p>			<p>WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS, OR BREACH OF CONFIDENTIALITY, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE STATE TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE STATE ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.</p>
<p>ADD to Part B - AEPA Terms and Conditions</p> <p>Accepted</p>	<p>Return Policy</p>		<p>All returns of products, goods, equipment and/or software shall be subject to the terms of Contractor's Return Policy, which can be accessed at: www.SHIDirect.com/ReturnPolicy</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC</p> <p>Accepted</p>	<p>Section 7. Audit Page 3</p>	<p>Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>	<p>Member Agency may audit and inspect Contractor's <u>financial</u> records and accounts at any time, <u>given thirty (30) days written notice to Contract</u>, during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC</p> <p>Accepted</p>	<p>Section 14. General Liability & Auto Liability Insurance Page 3</p>	<p>Consistent with and supplementing the "insurance" clause in AEPA's "General Terms and Conditions for All Agencies," a Vendor Partner must procure before commencement of the work/contract, maintain until completion of the work/contract, and provide certificates of insurance for general liability insurance and auto liability insurance with limits of at least \$3 million per occurrence. The Participating Entity must be named as an additional insured under the Vendor Partner's general liability insurance and auto liability insurance. Any Subcontractor of the Vendor Partner must meet these same requirements.</p>	<p>Consistent with and supplementing the "insurance" clause in AEPA's "General Terms and Conditions for All Agencies," a Vendor Partner must procure before commencement of the work/contract, maintain until completion of the work/contract, and provide certificates of insurance for general liability insurance <u>and auto-liability insurance</u> with limits of at least \$3 million per occurrence <u>and auto liability insurance with a limit of at least \$1 million per occurrence</u>. The Participating Entity must be named as an additional insured under the Vendor Partner's general liability insurance and auto liability insurance. Any Subcontractor of the Vendor Partner must meet these same requirements.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC</p> <p>Accepted</p>	<p>Additional Member Agency General Terms and Conditions Section E. Procedures for Processing Orders Page 5</p>	<p>The Contractor will compile a quarterly report showing all purchases made by the Southwest AR ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the Southwest AR ESC Member Agencies.</p>	<p>The Contractor will compile a quarterly report showing all <u>purchases-invoiced sales</u> made by the Southwest AR ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the Southwest AR ESC Member Agencies.</p>

Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC Accepted	Additional Member Agency General Terms and Conditions Section E. Procedures for Processing Orders Page 5	Awarded Vendor will provide Southwest AR ESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing.	Awarded Vendor will provide Southwest AR ESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed <u>invoiced sales</u> pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing.
Part C - AEPA Member Agency (State) Terms and Conditions California - CalSave Accepted	Section 4. Transaction Fees Page 7	As Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program, Awarded Vendors are required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid and all contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales, which means gross sales less returns and canceled orders within thirty days, shipping and sales, and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the LEAs. Neither Awarded Vendor nor its designated Authorized Reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.	As Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program, Awarded Vendors are required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid and all contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales <u>invoiced sales</u> , which means gross sales less returns and canceled orders within thirty days, shipping and sales, and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the LEAs. Neither Awarded Vendor nor its designated Authorized Reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.
Part C - AEPA Member Agency (State) Terms and Conditions California - CalSave Accepted	Section 6. Reports Page 7	The Awarded Vendor shall compile a quarterly report listing each purchase made by an LEA under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf at rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the Awarded Vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields	The Awarded Vendor shall compile a quarterly report listing each purchase made by an LEA of <u>invoiced sales</u> under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf at rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the Awarded Vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields
Part C - AEPA Member Agency (State) Terms and Conditions Connecticut - CREC Accepted	Section E. Agencies Allowed to Purchase Under the Member Agency Work in Other States Page 15	Sales made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC.	Sales <u>Invoiced sales</u> made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC.
Part C - AEPA Member Agency (State) Terms and Conditions Florida – Panhandle Area Education Consortium Accepted	Section A. Additional Agency Terms and Conditions Page 16	The Awardee will be provided with a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users.	The Awardee will be provided with a template for reporting <u>invoiced</u> sales, and it will include the entity using the contract, the date of service, and <u>upon request</u> , the savings to the school district and other eligible users.
Part C - AEPA Member Agency (State) Terms and Conditions Florida – Panhandle Area Education Consortium Accepted	Section B. Procedures For Processing Orders Page 16	The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below: 1. Date of Order 2. School district 3. List or academic price sales totals 4. PAEC Florida Buy price sales totals 5. Member savings total 6. Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15 of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to:	The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below: 1. Date of Order 2. School district 3. List or academic price <u>invoiced</u> sales totals 4. PAEC Florida Buy price <u>invoiced</u> sales totals 5. <u>Upon PAEC request</u> , Member savings total 6. Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15 of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to:

<p>Part C - AEPA Member Agency (State) Terms and Conditions Illinois - ILTPP Denied</p>	<p>"Total Satisfaction" Return Policy Page 25</p>	<p>Products may be returned to the Supplier up to thirty (30) days after the day they are delivered. If paid for, Supplier will provide a full refund. If unpaid for, Supplier shall withdraw and cancel the purchase. ILTPP or its Member must request and the Supplier shall issue a Credit Return Authorization Number before products are returned. If the product(s) consist(s) of personal property, they shall be shipped at Member's expense to Supplier in their original packaging, shipping charges prepaid. Risk of loss or damage during shipment to Supplier shall be the responsibility of the Member. Returned products must be in as new condition, together with all manuals and other items.</p>	<p>Products may be returned to the Supplier up to thirty (30) days after the day they are delivered<u>per Supplier's Return Policy attached hereto at www.shi.com/returnpolicy</u>. If paid for, Supplier will provide a full refund. If unpaid for, Supplier shall withdraw and cancel the purchase. ILTPP or its Member must request and the Supplier shall issue a Credit Return Authorization Number before products are returned. If the product(s) consist(s) of personal property, they shall be shipped at Member's expense to Supplier in their original packaging, shipping charges prepaid. Risk of loss or damage during shipment to Supplier shall be the responsibility of the Member. Returned products must be in as new condition, together with all manuals and other items.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Illinois - ILTPP Accepted</p>	<p>Customer and Technical Support Page 26</p>	<p>The Supplier shall endeavor to provide the reasonable best customer and technical telephone support in its industry. The Supplier's support staff shall provide telephone assistance regarding any problem involving Supplier products.</p>	<p>The Supplier shall endeavor to provide the reasonable best customer and technical telephone support in its industry. The Supplier's support staff shall provide telephone assistance regarding any problem involving the sale of the Supplier products.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Indiana - WESC Accepted</p>	<p>Additional Agency Terms and Conditions Section B. Page 27</p>	<p>A 2% administrative fee will be assessed on gross monthly sales for IAESC Procurement.</p>	<p>A 2% administrative fee will be assessed on gross monthly<u>invoiced</u> sales for IAESC Procurement.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Kansas - SEKESC Denied This is a mandatory contract provision for state agencies provided through the Kansas Department of Administration (DA-146A).</p>	<p>Arbitration, Damages, Warranties Page 30</p>	<p>Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.</p>	<p>Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Kansas - SEKESC Accepted This revision does not change the intent or requirements of the vendor to report sales and remit administrative fees under the agreement.</p>	<p>Administrative Fee Page 33</p>	<p>The percentage of sales that each Vendor Partner pays SEKESC for sales under the contract. Awarded Vendor will provide SEKESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing. The vendor will be provided a quarterly sales report template. Administrative fees shall be paid to the SEKESC by the vendor, on a quarterly basis, (Q1: Jan. 1 to March 31; Q2: Apr. 1 to Jun. 30; Q3: July 1 to Sep. 30; Q4: Oct. 1 to Dec. 31), for all items purchased during the preceding quarter from this solicitation. Vendor shall have 30 days after the end of each quarter to remit to SEKESC administrative fees from paid invoices received from eligible entities during that quarter. Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full. Failure to report sales utilizing the template provided, and make payments in the stated time period, may result in cancellation of agreement,</p>	<p>The percentage of <u>invoiced</u> sales that each Vendor Partner pays SEKESC for <u>invoiced</u> sales under the contract. Awarded Vendor will provide SEKESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing. The vendor will be provided a quarterly <u>invoiced</u> sales report template. Administrative fees shall be paid to the SEKESC by the vendor, on a quarterly basis, (Q1: Jan. 1 to March 31; Q2: Apr. 1 to Jun. 30; Q3: July 1 to Sep. 30; Q4: Oct. 1 to Dec. 31), for all items purchased during the preceding quarter from this solicitation. Vendor shall have 30 days after the end of each quarter to remit to SEKESC administrative fees from paid invoices received from eligible entities during that quarter. Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full. Failure to report <u>invoiced</u> sales utilizing the template provided, and make payments in the stated time period, may result in</p>

		award, and ineligibility for the following year(s) agreement.	cancellation of agreement, award, and ineligibility for the following year(s) agreement.
Part C - AEPA Member Agency (State) Terms and Conditions Kentucky - GRREC Accepted	Section C. Procedure for Processing Orders Page 35-36	<p>Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasi-governmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.</p>	<p>Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasi-governmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases-invoiced sales made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases-invoiced sales made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.</p>
Part C - AEPA Member Agency (State) Terms and Conditions Massachusetts Denied	Section 11. Indemnification Page 38	<p>Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connect with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the</p>	<p>Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connect with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State.</p>

		Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgement. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.	After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgement. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
Part C - AEPA Member Agency (State) Terms and Conditions Michigan - Oakland Schools Accepted	Section C. 2. Page 46	Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices.	Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable invoiced sales. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices.
Part C - AEPA Member Agency (State) Terms and Condition Missouri - EducationPlus Accepted	Section B. (4.) Page 46	The purchase order must include an additional administrative fee (as stipulated in the AEPA solicitation document) in the total cost, based on the total cost of goods and service including installation and freight if applicable. This fee is to be forwarded by the vendor to EDUCATIONPLUS after the sale and payment is made to vendor. Payment shall be made to EDUCATIONPLUS on a quarterly basis along with complete sales history during that period.	The purchase order must include an additional administrative fee (as stipulated in the AEPA solicitation document) in the total cost, based on the total cost of goods and service including installation and freight if applicable invoiced sales. This fee is to be forwarded by the vendor to EDUCATIONPLUS after the sale and payment is made to vendor. Payment shall be made to EDUCATIONPLUS on a quarterly basis along with complete invoiced sales history during that period.
Part C - AEPA Member Agency (State) Terms and Conditions Minnesota - CPC Denied	Section 5. Procedure for Contract Award, Notification and Processing Orders c. Page 44	When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.	When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs invoiced sales.
Part C - AEPA Member Agency (State) Terms and Conditions Minnesota - CPC Denied	Section 6. Administrative Fees & Reporting Page 44	The administrative fee is to be paid by the Vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information: a. Name of purchasing agency b. Address of purchasing agency (city, state, zip code) c. Date of purchase d. Invoice number e. Amount of purchase f. Administrative fee generated by sale g. Savings generated by sale	The administrative fee is to be paid by the Vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a an invoiced sales report, in Excel format, listing the following information: a. Name of purchasing agency b. Address of purchasing agency (city, state, zip code) c. Date of purchase d. Invoice number e. Amount of purchase f. Administrative fee generated by sale g. Upon request by CPC, \$ savings generated by sale
Part C - AEPA Member Agency (State) Terms and Conditions NE ESUCC Accepted	Section 4) Insurance Page 50	Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska: • Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence • Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles,	Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska: • Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5 2,000,000 for all claims arising out of a single occurrence • Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a

		<p>with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence</p> <ul style="list-style-type: none"> Workers' compensation coverage meeting all Nebraska statutory requirements. 	<p>single occurrence and \$51,000,000 for all claims arising out of a single occurrence</p> <ul style="list-style-type: none"> Workers' compensation coverage meeting all Nebraska statutory requirements.
<p>Part C - AEPA Member Agency (State) Terms and Conditions NE ESUCC Acceted</p>	<p>Section 24) Administrative Fee Page 55-56</p>	<p>Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to ESUCC for completion. If mailing a check, it should be made out to Educational Service Unit Coordinating Council with it being mailed to:</p> <p><u>ESUCC COOP</u> <u>1292 East 4th Street</u> <u>Ainsworth, NE 69210</u></p> <p>Vendors must provide a quarterly report to ESUCC Cooperative Purchasing coop@esucc.org of sales from members under the contract. The report should include:</p> <ul style="list-style-type: none"> Date of purchase Name of participating member or entity Address of purchasing agency (city, state, zip code) If a school the ESU number affiliation (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19) Quantity or job order units Amount of purchase List price Administrative fee generated by sale Savings generated by sale 	<p>Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid<u>invoiced sales</u> during said quarter. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to ESUCC for completion. If mailing a check, it should be made out to Educational Service Unit Coordinating Council with it being mailed to:</p> <p><u>ESUCC COOP</u> <u>1292 East 4th Street</u> <u>Ainsworth, NE 69210</u></p> <p>Vendors must provide a quarterly report to ESUCC Cooperative Purchasing coop@esucc.org of sales from members under the contract. The report should include:</p> <ul style="list-style-type: none"> Date of purchase Name of participating member or entity Address of purchasing agency (city, state, zip code) If a school the ESU number affiliation (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19) Quantity or job order units Amount of purchase List price Administrative fee generated by sale <u>Upon request by ESUCC, \$</u>savings generated by sale
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Jersey - ESCNJ Accepted</p>	<p>Section 12. New Jersey Public Records Act Section B. 3. Page 59</p>	<p>The total cost of ESCNJ's program is funded through a 2.0% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.</p>	<p>The total cost of ESCNJ's program is funded through a 2.0% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total invoiced sales or lease of goods and services, <u>including installation, if included.</u> This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Jersey - ESCNJ Accepted</p>	<p>Section 12. New Jersey Public Records Act Section B. 4. Page 59</p>	<p>Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:</p> <ol style="list-style-type: none"> Date of order. The name of the New Jersey Participant. 	<p>Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:</p> <ol style="list-style-type: none"> Date of order. The name of the New Jersey Participant. ESCNJ Bid Number

		<ol style="list-style-type: none"> 3. ESCNJ Bid Number 4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCECCPS) 5. List (or academic) price sales totals. 6. New Jersey Participant price sales totals. 7. New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant. 	<ol style="list-style-type: none"> 4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCECCPS) 5. List (or academic) price sales totals. 6. New Jersey Participant price sales totals. 7. <u>Upon request from ESCNJ</u>, New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant.
Part C - AEPA Member Agency (State) Terms and Conditions New Jersey - ESCNJ Accepted	Section 12. New Jersey Public Records Act Section B. 6. Page 60	<p>If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31 and all consecutive annual periods, if the contract is extended.</p>	<p>If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases-invoiced sales made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31 and all consecutive annual periods, if the contract is extended.</p>
Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied	Indemnification Intellectual Property Page 72	<p>The Offeror shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright, or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Offeror's trade secret infringement relating to any product or services provided under this Agreement, the Offeror agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:</p> <ol style="list-style-type: none"> a. Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim. b. Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and c. Cooperate with the Offeror, in a reasonable manner, to facilitate the defense or settlement of the claim. CES, its Members, and Participating Entities Rights: If any product or service becomes, or in the Offeror's opinion is likely to become, the subject of a claim of infringement, the Offeror shall, at its sole expense. d. Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service. e. Replace or modify the product or service so that it becomes non-infringing; or f. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Offeror. g. The Offeror's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the 	<p>The Offeror shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided-performed by Offeror under this Agreement infringes any patent, copyright, or trademark, and shall pay all costs, damages and <u>reasonable</u> attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Offeror's trade secret infringement relating to any product or services provided-performed by Offeror under this Agreement, the Offeror agrees to reimburse CES, its Members and Participating Entities for all costs, <u>reasonable</u> attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:</p> <ol style="list-style-type: none"> h. Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim. i. Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and j. Cooperate with the Offeror, in a reasonable manner, to facilitate the defense or settlement of the claim. CES, its Members, and Participating Entities Rights: If any product or service performed by Offeror becomes, or in the Offeror's opinion is likely to become, the subject of a claim of infringement, the Offeror shall, at its sole expense. k. Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service. l. Replace or modify the product or service so that it becomes non-infringing; or m. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Offeror. <p>The Offeror's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim.</p>

		claim.	
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Intellectual Property Ownership (Work for Hire) Page 72</p>	<p>All Intellectual Property (IP) that Offeror or any of the Offeror's Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including CES or a CES Member/Participating Entity, specifically for or at the request of CES or a CES Member/Participating Entity in connection with an Agreement (Contract IP) will be owned by CES or the CES Member/Participating Entity. Intellectual Property means all CES or CES Member/Participating Entity Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Offeror will make full and prompt disclosure of the Contract IP to CES or the CES Member/Participating Entity. Offeror will, and will cause the Offeror's Parties to as, and when requested by CES or the CES Member/Participating Entity, do such acts, and sign such instruments to vest in CES or the CES Member/Participating Entity the entire right, title and interest to the Contract IP, and to enable CES or the CES Member/Participating Entity to prepare, file and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and at CES or the CES Member/Participating Entity's expense, to cooperate with CES or the CES Member/Participating Entity in the protection and/or defense of the Contract IP.</p>	<p>All Intellectual Property (IP) that Offeror or any of the Offeror's Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including CES or a CES Member/Participating Entity, specifically for or at the request of CES or a CES Member/Participating Entity in connection with an Agreement (Contract IP) will be owned by CES or the CES Member/Participating Entity. Intellectual Property means all CES or CES Member/Participating Entity Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Offeror will make full and prompt disclosure of the Contract IP to CES or the CES Member/Participating Entity. Offeror will, and will cause the Offeror's Parties to as, and when requested by CES or the CES Member/Participating Entity, do such acts, and sign such instruments to vest in CES or the CES Member/Participating Entity the entire right, title and interest to the Contract IP, and to enable CES or the CES Member/Participating Entity to prepare, file and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and at CES or the CES Member/Participating Entity's expense, to cooperate with CES or the CES Member/Participating Entity in the protection and/or defense of the Contract IP.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Patent and Copyright Infringement Page 74-75</p>	<p>Offeror will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES will:</p> <ol style="list-style-type: none"> Give Offeror prompt written notice of any such claim after becoming aware of such claim. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations. <p>CES will be reimbursed for all expenses incurred by CES in fully cooperating with Offeror as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Offeror. If any CES Member and Participating Entity is involved by any party in a Patent and Copyright infringement dispute, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Offeror's obligation under this section is</p>	<p>Offeror will, at their expense, defend CES and its Members and Participating Entities against any third party claim that any equipment or software supplied services performed by Offeror hereunder infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and reasonable attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES will:</p> <ol style="list-style-type: none"> Give Offeror prompt written notice of any such claim after becoming aware of such claim. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations. <p>CES will be reimbursed for all expenses incurred by CES in fully cooperating with Offeror as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Offeror. If any CES Member and Participating Entity is involved by any party in a Patent and Copyright infringement dispute, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Offeror's obligation under this section is conditioned on CES' agreement that if the subject</p>

		<p>conditioned on CES' agreement that if the subject of such a claim, CES will permit the Offeror, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Offeror's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software upon written request by Offeror at Offeror's expense. Offeror agrees to refund CES and/or its CES Member/Participating Entity for returned equipment as depreciated to current market value unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over the life of the equipment in accordance with GAAP/GASB guidelines. In the event that an Offeror's written request for return of equipment is made after full depreciation, the Offeror will pay CES, or its CES Member/Participating Entity who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its CES Member/Participating Entity, fails to return the equipment, the Offeror is not obligated to that Member under this clause. Offeror will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Offeror. However, one Member's or Participating Entity's action will not preclude Offeror's obligation to other Members/Participating Entities not having modified their equipment or software.</p>	<p>of such a claim, CES will permit the Offeror, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or softwareservices performed by Offeror, or to replace equipment or softwareservice performed by Offeror which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Offeror's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software upon written request by Offeror at Offeror's expense. Offeror agrees to refund CES and/or its CES Member/Participating Entity for returned equipment as depreciated to current market value unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over the life of the equipment in accordance with GAAP/GASB guidelines. In the event that an Offeror's written request for return of equipment is made after full depreciation, the Offeror will pay CES, or its CES Member/Participating Entity who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its CES Member/Participating Entity, fails to return the equipment, the Offeror is not obligated to that Member under this clause. Offeror will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or softwareservices performed by Offeror or combination, operation or use with apparatus, data or programs not furnished by Offeror. However, one Member's or Participating Entity's action will not preclude Offeror's obligation to other Members/Participating Entities not having modified their equipment or softwareservices performed by Offeror.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Claims and Disputes Page 79</p>	<p>A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.</p> <ol style="list-style-type: none"> 1. Time Limits on Claims. Claims by either party must be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner or if applicable, the Design Professional and the other party. 2. Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing by the Owner and the Contractor, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. 	<p>A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.</p> <ol style="list-style-type: none"> 1. Time Limits on Claims. Claims by either party must be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner or if applicable, the Design Professional and the other party. 2.1 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing by the Owner and the Contractor, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Liquidated Damages Page 81-82</p>	<p>The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquidated damages are assessed per calendar day of delay until the work is determined by CES and its Member or Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.</p> <p>Liquidated damages and early completion incentives will be between the CES Member or Participating Entity and the Contractor and must be agreed upon in writing. If the CES Member or Participating Entity declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.</p>	<p>The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquidated damages are assessed per calendar day of delay until the work is determined by CES and its Member or Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.</p> <p>Liquidated damages and early completion incentives will be between the CES Member or Participating Entity and the Contractor and must be agreed upon in writing. If the CES Member or Participating Entity declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions North Carolina - CarolinaBuy Accepted</p>	<p>Section 3. General Terms and Conditions that apply in all categories. e. Processing Orders Page 89</p>	<p>When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA41-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on</p>	<p>When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs invoiced sales. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA41-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions North Carolina - CarolinaBuy Accepted</p>	<p>Section 3. General Terms and Conditions that apply in all categories. e. Processing Orders vi. Page 90</p>	<p>The AEPA vendor shall also submit to CA41 a sales report, in Excel format, listing the following information:</p> <ul style="list-style-type: none"> • Name of purchasing agency • Address of purchasing agency (city, state, zip code) • Date of purchase • Invoice number • Amount of purchase • Administrative payment generated by sales. • Savings generated by sales. 	<p>The AEPA vendor shall also submit to CA41 a sales report, in Excel format, listing the following information:</p> <ul style="list-style-type: none"> • Name of purchasing agency • Address of purchasing agency (city, state, zip code) • Date of purchase • Invoice number • Amount of purchase • Administrative payment generated by sales. • <u>Upon request by CA41, \$savings generated by sales.</u>
<p>Part C - AEPA Member Agency (State) Terms and Conditions North Dakota - NDESC Denied</p>	<p>Section 5. Procedure for Contract Award, Notification and Processing Orders c. Page 93</p>	<p>When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts, including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.</p>	<p>When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts, including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs invoiced sales.</p>

<p>Part C - AEPA Member Agency (State) Terms and Conditions North Dakota - NDESC Denied</p>	<p>Section 6. Administrative Fees and Reporting Page 93</p>	<p>The administrative fee is to be paid by the Vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:</p> <ol style="list-style-type: none"> Name of purchasing agency Address of purchasing agency (city, state, zip code) Date of purchase Invoice number Amount of purchase Administrative fee generated by sale Savings generated by sale 	<p>The administrative fee is to be paid by the Vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:</p> <ol style="list-style-type: none"> Name of purchasing agency Address of purchasing agency (city, state, zip code) Date of purchase Invoice number Amount of purchase Administrative fee generated by sale <u>Upon request by NDESC, \$savings generated by sale</u>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Ohio - OCEPC Accepted</p>	<p>Section A. 9. Audit Page 96</p>	<p>Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>	<p>Member Agency may audit and inspect Contractor's records and accounts at any time, <u>given thirty (30) days written notice to Contractor and not more than once per twelve (12) month period unless otherwise required by law</u>, during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Ohio - OCEPC Accepted</p>	<p>Section D. Procedure for Processing Orders Page 98</p>	<p>The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the OCEPC Member Agencies.</p>	<p>The Contractor will compile a quarterly report showing all <u>purchases made invoiced sales</u> by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the OCEPC Member Agencies.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Oregon Accepted</p>	<p>Section D. Procedure for Agencies Processing Orders under IMESD in Oregon Page 106</p>	<p>Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional two percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.</p> <p>Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional two percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the two percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative</p>	<p>Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional two percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the <u>invoiced</u> sale. All participating vendors agree to and are subject to audit proceedings of IMESD member <u>invoiced</u> sales.</p> <p>Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional two percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total <u>invoiced</u> sales of goods or services. The member then pays the vendor including the two percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the</p>

		fee based on the sale of goods and services collected by the vendor.	<u>invoiced</u> sale of goods and services collected by the vendor.
Part C - AEPA Member Agency (State) Terms and Conditions Pennsylvania - Keystone Purchasing Network	Section 1. d. ii) Termination for Cause or Convenience Page 108	<p>For any purchase or contract of more than \$10,000 made using federal funds, the contractor agrees that the following terms and conditions shall apply:</p> <p>The KPN member may terminate or cancel any purchase order under the Contract at any time, without cause, by providing seven (7) business days advance written notice to contractor. If an agreement is terminated for convenience in accordance with this paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN member before the termination and not otherwise returned in accordance with Contractor's return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).</p> <p>The KPN member may terminate or cancel any purchase order under the Contract with cause pursuant to AEPA General Terms and Conditions.</p>	<p>For any purchase or contract of more than \$10,000 made using federal funds, the contractor agrees that the following terms and conditions shall apply:</p> <p>The KPN member may terminate or cancel any purchase order under the Contract at any time, without cause, by providing seven <u>thirty (30)</u> business days advance written notice to contractor. If an agreement is terminated for convenience in accordance with this paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN member before the termination and not otherwise returned in accordance with Contractor's return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).</p> <p><u>Except for orders which have been deemed non-cancelable/non-returnable,</u> the KPN member may terminate or cancel any purchase order under the Contract with cause pursuant to AEPA General Terms and Conditions.</p>
Part C - AEPA Member Agency (State) Terms and Conditions Pennsylvania - Keystone Purchasing Network	Section 4) Procedure for Processing Orders Page 117	<p>Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members (institution name and address) will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will make all administrative fee payments to KPN by the 20th of the succeeding month of each 3-month calendar quarter after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be made using the provided Excel spreadsheet and will be broken down by entity by state and will show Order Date, Agency Name, Street Address, City,</p>	<p>Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members (institution name and address) will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor's price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others <u>administrative fees invoiced sales</u> as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will make all administrative fee payments to KPN by the 20th of the succeeding month of each 3-month calendar quarter after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be made using the provided Excel spreadsheet and will be broken down by entity by state and will show Order Date, Agency Name, Street Address, City, State, Zip, PO #, and Total Price. Optionally, Item #, Item Description, Manufacturer #, Qty, Extended</p>

		State, Zip, PO #, and Total Price. Optionally, Item #, Item Description, Manufacturer #, Qty, Extended Advertised Price can be included.	Advertised Price can be included.
Part C - AEPA Member Agency (State) Terms and Conditions South Carolina – CarolinaBuy Accepted	Section 3. General Terms and Conditions that apply in all categories. Processing Orders vi. Page 119	When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on	When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs invoiced sales. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on
Part C - AEPA Member Agency (State) Terms and Conditions South Carolina – CarolinaBuy Accepted	Section 3. General Terms and Conditions that apply in all categories. Processing Orders vi. Page 120	The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information: <ul style="list-style-type: none"> Name of purchasing agency Address of purchasing agency (city, state, zip code) Date of purchase Invoice number Amount of purchase Administrative payment generated by sales. Savings generated by sales. 	The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information: <ul style="list-style-type: none"> Name of purchasing agency Address of purchasing agency (city, state, zip code) Date of purchase Invoice number Amount of purchase Administrative payment generated by sales. <u>Upon request from CA4I</u>, Savings generated by sales.
Part C - AEPA Member Agency (State) Terms and Conditions Texas - TexBuy Accepted	Service Fees Page 123	Awarded Contractor agrees to pay TexBuy the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to Region 16 ESC in Amarillo, Texas, promptly upon completion of the quarterly service fee report. The service fees are as follows: <ul style="list-style-type: none"> For all items, the service fee due to Region 16 ESC will be up to two percent (2%) of the gross sales amount invoiced to the Member from the TexBuy contract. The Contractor will submit a quarterly sales report to TexBuy’s Director of Purchasing, via email, to document the sales made to all Members through the TexBuy awarded contract. TexBuy does not charge any fees to participating government agencies. 	Awarded Contractor agrees to pay TexBuy the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to Region 16 ESC in Amarillo, Texas, promptly upon completion of the quarterly service fee report. The service fees are as follows: <ul style="list-style-type: none"> For all items, the service fee due to Region 16 ESC will be up to two percent (2%) of the gross sales amount invoiced to the Member from the TexBuy contract. The Contractor will submit a quarterly <u>invoiced</u> sales report to TexBuy’s Director of Purchasing, via email, to document the <u>invoiced</u> sales made to all Members through the TexBuy awarded contract. TexBuy does not charge any fees to participating government agencies.
Part C - AEPA Member Agency (State) Terms and Conditions Virginia – Fairfax County Public Schools Denied	Section 32. Indemnification subsection b. IP Indemnification Page 134	In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of any such claim. <p>In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to</p>	In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, performed services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of any such claim. <p>In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-</p>

		make them non-infringing, while remaining functionally equivalent or better; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this Paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third party infringement claim.	infringing, while remaining functionally equivalent or better; or (c) replace such products or software Contractor performed services with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, Contractor performed services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this Paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third party infringement claim.
Part C - AEPA Member Agency (State) Terms and Conditions Virginia - Fairfax County Public Schools Denied	Section 43. Audit of Records Page 136	The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.	The parties agree that the County or its agent, <u>with thirty (30) days written notice to Contractor</u> , must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form. <u>Such examinations shall not occur more than once per twelve (12) month period unless otherwise required by law.</u>
Part C - AEPA Member Agency (State) Terms and Conditions Washington - KCDA Accepted	Section B. Order Page 139	KCDA is funded through a service fee paid to KCDA by the participating Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be 2%. Do not print the service fee as a separate line item on the quotation. The Vendor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Executive Director, Bart Powelson at bpowelson@kcda.org and CFO, Yohan Lee at ylee@kcda.org.	KCDA is funded through a service fee paid to KCDA by the participating Vendors. The service fee percentage is based upon the total invoiced sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be 2%. Do not print the service fee as a separate line item on the quotation. The Vendor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Executive Director, Bart Powelson at bpowelson@kcda.org and CFO, Yohan Lee at ylee@kcda.org.
Part C - AEPA Member Agency (State) Terms and Conditions West Virginia - Mountain State Educational Services Cooperative Accepted	Section 8. Audit Page 146	Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.	Member Agency may, <u>with thirty (30) days written notice to Contractor and not more than once per twelve (12) month period unless otherwise required by law</u> , audit and inspect Contractor's <u>financial</u> records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

<p>Part C - AEPA Member Agency (State) Terms and Conditions Wisconsin - CESA Accepted</p>	<p>Section B. Procedure for Processing Orders Page 149</p>	<p>All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged. The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to CESA Purchasing on a quarterly basis.</p>	<p>All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged. The vendor's price shall include a two percent (2%) administrative/marketing fee on all <u>invoiced</u> sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to CESA Purchasing on a quarterly basis.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Wyoming - NEW BOCES Accepted</p>	<p>Page 150</p>	<p>The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.</p>	<p>The vendor's price shall include a two percent (2%) administrative/marketing fee on all <u>invoiced</u> sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Wyoming - NEW BOCES Accepted</p>	<p>NEW BOCES Commitment to Awarded Contract Vendors: Section 8. Warranties Page 152</p>	<p>The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Wyoming. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.</p>	<p>The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Wyoming. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Wyoming - NEW BOCES Accepted</p>	<p>NEW BOCES Commitment to Awarded Contract Vendors: Section 13. Access to Company Records/Audits Page 152</p>	<p>Company shall retain all records and provide unlimited access, at reasonable times, to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after. Should such an audit disclose incorrect billings or improprieties, NEW BOCES reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.</p>	<p>Company shall retain all records and provide, <u>with thirty (30) days written notice and not more than once per twelve (12) month period unless otherwise required by law, unlimited reasonable</u> access, at reasonable times, to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after. Should such an audit disclose incorrect billings or improprieties, NEW BOCES reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.</p>



Exhibit A-Marketing Plan-SHI
AEPA #026-D Technology Catalogs

9/16/2025

ENHANCE THE AEPA CONTRACT THROUGH SHI

SHI International Corp. (SHI) is excited by the opportunity provided by the Association of Educational Purchasing Agencies (AEPA) to expand upon our current relationship through this RFP and to continue to serve as a trusted partner to the agencies you serve.

As part of our practice, we collaborate with market-leading and emerging technology providers across hardware, software, and IT infrastructure to help customers address evolving business challenges and navigate complex operational requirements. We deliver people, technology, and process driven solutions spanning data center modernization, cloud platforms, enterprise applications, endpoint management, asset lifecycle services, and IT strategy and operations.

Our ability to support AEPA is clearly demonstrated by our ongoing commitment to your organization, most notably through our current cybersecurity award via contract 025-F. This partnership showcases our dedication to addressing AEPA's unique needs and delivering robust solutions directly aligned with your priorities. Through leveraging our expertise and resources, we will continue to provide exceptional service and value to AEPA and its member agencies, reaffirming our focus on your success. Additionally, as we work with major public sector organizations like NASPO, OMNIA Partners, and Sourcewell, we can offer useful insights and recommendations to help AEPA remain a leader in the public sector.

We have more than 495 salespeople, including field account executives who live and work throughout the United States. We have a dedicated Public Sector leadership team to oversee our operations and support these professionals, along with a Core Solutions Engineering team to assist customers in choosing exactly the right technology solutions.

Figure 1: SHI Public Sector Highlights



We understand the critical importance of promoting this contract to both internal and external stakeholders and are deeply committed to accomplishing this through a strategic marketing plan.

Similar to how we handled the rollout for the recent AEPA contract award for cybersecurity, our dedicated team supporting this contract will work in concert with AEPA member agencies to develop and execute the marketing plan. This plan will include various agreed-upon elements, including the creation of co-branded marketing materials and the release of contract information to agencies and the wider public to advertise this new contract. We can also establish mutual opportunities to promote our partnership in a variety of venues such as trade shows, conferences, and other meetings. This also includes the internal training of our sales team around the elements of the contract to ensure we deliver the highest level of service to AEPA member agencies. The plan is designed to be adaptable, ensuring we can quickly

respond to the needs of AEPA and member agencies as well as with market changes. We will again establish regular communication with AEPA member agencies to evaluate the effectiveness of the current strategy, discuss new marketing ideas, and gauge the overall success of the contract rollout.

Below and on the following pages, we have responded to each of the required items with additional information regarding key points of our plan to collaborate with and reach out to AEPA member agencies.

Process on how the contract will be launched to current and potential agencies.

SHI Response

Understanding the vital importance of marketing contracts and reaching all eligible agencies, SHI is excited at the opportunity to promote and market an expanded AEPA partnership. We are committed to applying our longstanding experience in supporting the unique requirements of procurement organizations to ensure the successful launch of this contract to current and potential AEPA member agencies.



Throughout the contract, we will continue to market this contract not only to AEPA agencies but also internally within SHI. SLED Contract Capture and Business Development Director Amelia Jakubczyk, along with her team, is experienced in developing comprehensive internal training for our sales teams responsible for supporting similar contracts.

As part of our commitment to ensure a successful rollout of this contract, we will train our sales team in the appropriate use of all aspects of the agreement. These training topics will include the scope of the contract, ensuring pricing is correct, how to work with AEPA’s member agencies, reporting, and other compliance-related items. Further training will be developed as needs arise.

SHI has also committed in recent years to the expansion of our Marketing team devoted to the public sector. Led by Director of Growth Marketing Programs Rob Fass, this team takes an innovative approach to expanding initiatives focused on public sector customers and the IT obstacles they face. Through purposeful customer-directed emails about solutions specific

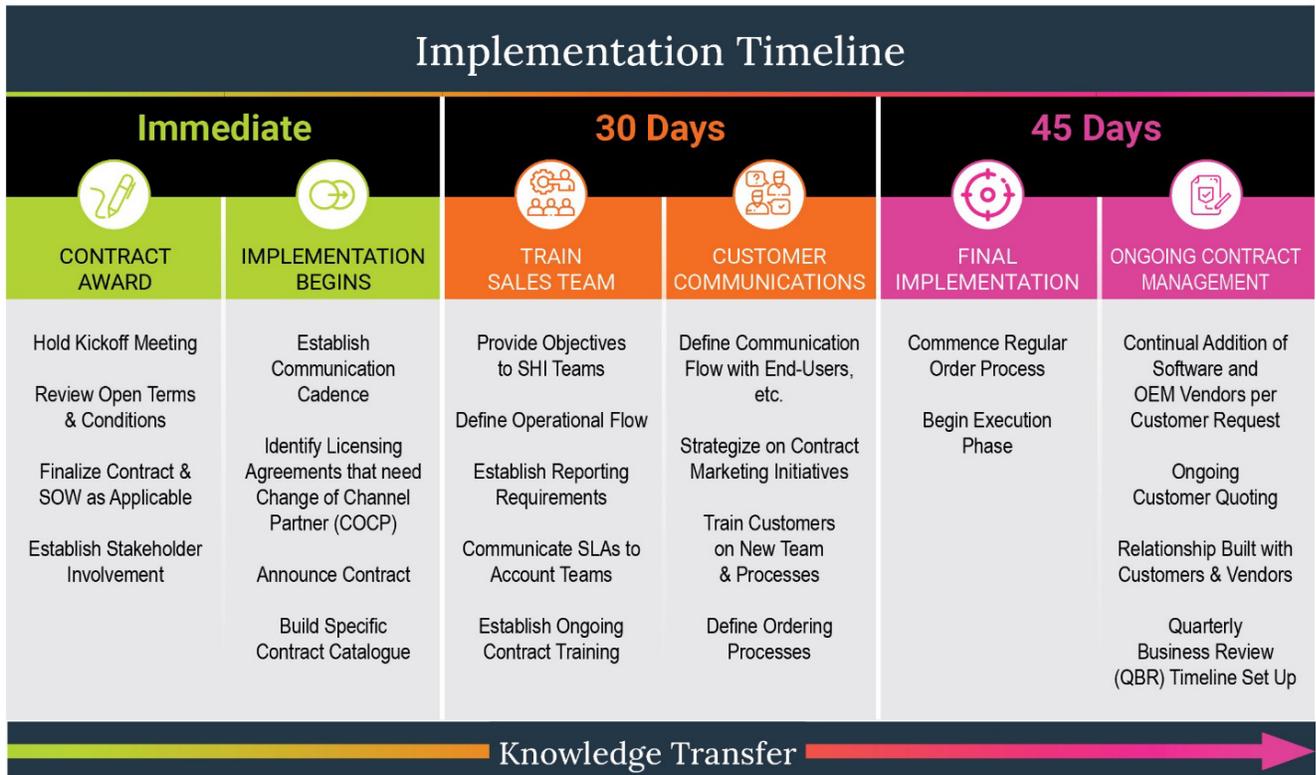
to our customer base, social media, and supporting our customer-facing events, this team will be critical to our support of AEPA member agencies.

Our dedicated Contract Capture and Business Development team, Public Sector leadership, and Public Sector Marketing teams will collaborate with AEPA member agencies to create and roll out our marketing plan for this contract.

Upon award of the contract, we will take the following steps at contract launch to AEPA member agencies:

- Create contract announcement materials for electronic distribution to customers via email and on SHI.com, the SHI Resource HUB blog, and posts on LinkedIn and other social media.
- Create co-branded marketing outlining the features of the new contract.
- Create internal sales training for new contract compliance, pricing, terms, etc.
- Design a dedicated website on SHI.com, including the AEPA-awarded-vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to AEPA’s website, and all relevant contact information.

Figure 2: Sample Contract Implementation Timeline



Our history of success with similar contracts and marketing them will be invaluable to a strong launch for AEPA.

Our account team can also use various other methods to market and sell the products we represent to AEPA member agencies, including customer meetings, vendor presentations, trade shows, web seminars, printed marketing materials, our website, and a monthly electronic newsletter. We also host strategic events with many of the SHI and manufacturer representatives to provide our mutual customers with new product information, product changes, and industry direction. Additionally, we participate in vendor exhibits at numerous monthly events, including technology trade shows.

Some of the marketing-related items that contract customers can expect to continue receiving and accessing include:

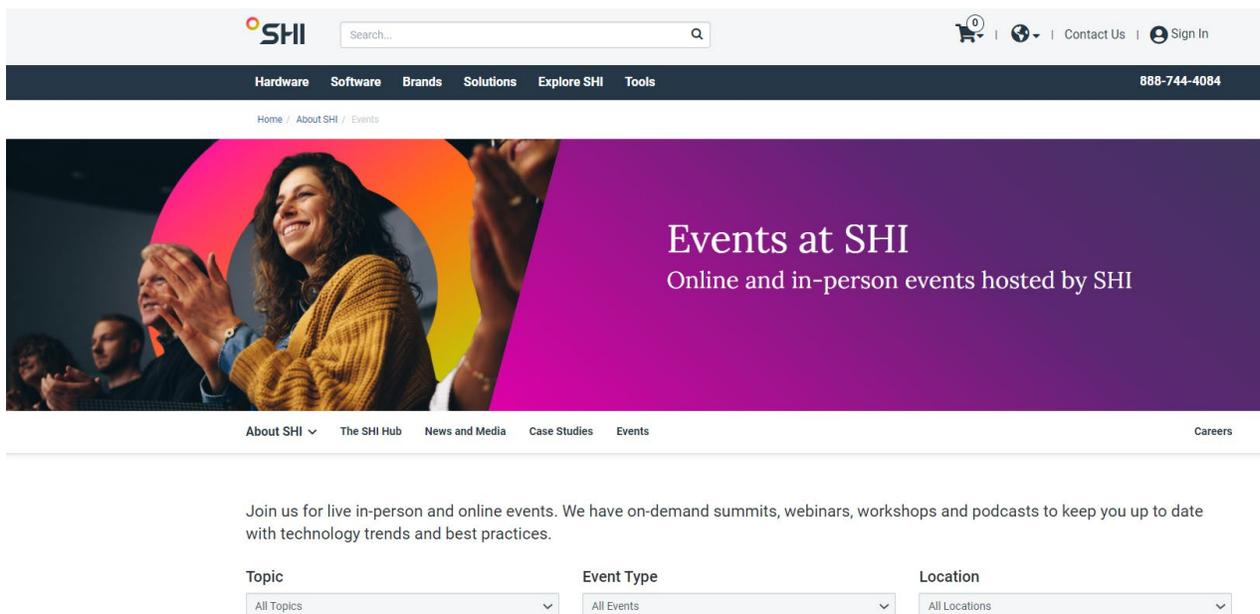
Newsletters

SHI creates various informative, quarterly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Upon contract award with member agencies, SHI will send out the quarterly newsletter in an easily printable/sharable PDF format. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested.

Web Seminars

SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly; please check the events page on our website <https://www.publicsector.shidirect.com/> for the current schedule.

Figure 3: Events at SHI



Marketing Documents

SHI creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those we receive from the manufacturers, those SHI creates for a general audience, and those SHI creates specific to AEPA. An example is included on the following page.

Figure 4: SHI-AEPA Sample Marketing Flyer



Overview

The Association of Educational Purchasing Agencies (AEPA) works on behalf of members to secure multi-state volume purchasing contracts that have benefits that are measurable, cost-effective and continuously exceed expectations. As a recipient of the Technology Catalogs contract, SHI International Corp. (SHI) is available to provide comprehensive suite of IT solutions and services designed to AEPA member agencies. Our comprehensive catalog and extensive IT expertise support the entire technology lifecycle, from procurement to advanced solutions and professional services.

- Hardware & Devices: Laptops, desktops, tablets, printers, networking equipment from top brands.
- Software Solutions: Licensing, productivity suites, software tools, and enterprise applications.
- Accessories: Monitors, keyboards, routers, and other peripherals.

Contract Details

AEPA agencies can benefit from SHI's Technology Catalogs contract award:

Contract Number: AEPA #026-D TECHNOLOGY CATALOGS

Scope: SHI has the potential to provide products and services to education agencies serving students, with additional local government agencies as permitted by state law.

Contract Term: Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s).

Pricing Mode: Discount off MSRP

Key Benefits:

- A local agency in your state that manages the contract
- Avoid duplication and expense of the bid process
- Volume contracts based on 48 state participation
- Attract and leverage national vendors
- Save time and money

How to take advantage of AEPA Technology Catalogs Contract:

- Verify eligibility
- Identify technology requirements
- Place order through SHI representative
- Enjoy benefits of cost-effective, compliant purchases

Why SHI?

SHI helps government organizations take a smarter approach to technology deployment, provision applications faster, and run efficient and effective IT operations across data centers, end-user devices, and in the cloud. Contracts play an important role in public sector procurement and SHI offers hundreds of cooperative and statewide contract options across the country.

For more information contact:
PS_Contracts@shi.com

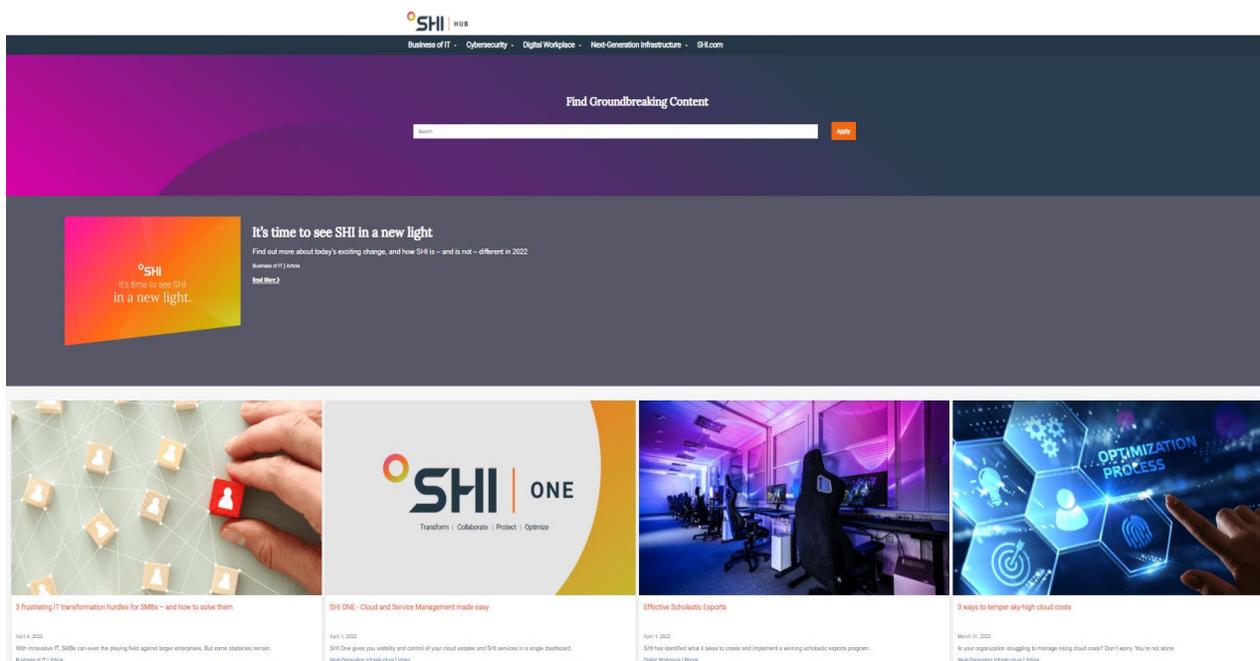
SHI HUB

The SHI HUB is home to eBooks, on-demand articles, and podcasts to keep our customers updated on the latest changes and trends impacting the IT industry. Showcasing short news and informational articles, the SHI HUB keeps our customers up to date on our services and support, as well as on emerging trends in technology. Written by SHI's subject matter experts who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. The screenshot below exemplifies the easy navigation of the SHI HUB website. Customers can browse by IT category, recent articles, or popular posts.

The following articles relative to cooperative contracts are examples of resources that will be available to AEPA members through the SHI HUB:

- [Reduce procurement costs with cooperative contracts](#)
- [Tired of expensive bid processes? You will love cooperative contracting!](#)

Figure 5: SHI HUB Website



SHI Summits Executive Forums

SHI extends invitations to our customers to attend our annual SHI Summits, which focus on reviewing current industry trends. These forums include keynotes and breakout sessions led by industry experts from both SHI and top OEMs sharing the best practices used to support digital workspace, hybrid cloud, data center, and security initiatives. Member agencies may be invited to attend deep-dive workshops focusing on IT asset management, next-generation data center architectures, and cloud services.

Social Media

In addition to the SHI HUB, SHI utilizes social media applications to keep our customers informed. Customers can get up-to-date information on demand by following SHI on X (formerly Twitter), LinkedIn, Facebook, and YouTube.

Process for ongoing communications with AEPA State lead agencies regarding marketing.

SHI Response

SHI has a dedicated Capture and Business Development Manager aligned to AEPA, Chris Dickman, who is available to support regular reviews with AEPA representatives as the contract kicks off. A healthy contract review will allow us to stay focused, analyze results for plans and strategies currently in place, discuss new campaign and marketing ideas, and review the overall success of the contract.

Chris, working in concert with our Public Sector Sales, Marketing, and Capture teams, will continue to be in close contact with AEPA State lead agencies regarding marketing initiatives and will be available to respond to any questions or feedback.

Additionally, SHI will have a dedicated AEPA contract website on SHI.com that will provide updated marketing materials for agencies to reference.

The ability to produce and maintain in full color advertisements in camera-ready electronic format including company logos and contact information.

SHI Response

SHI has a fully staffed and in-house graphics department that can be utilized to produce and maintain full-color advertisements—in camera-ready electronic format, including company logos and contact information—for use in support of this contract.

Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.

SHI Response

With decades of experience in onboarding similar contracts, SHI has developed a team and process to ensure a successful launch and will have dedicated resources across the country to market and grow our new AEPA contract.

SHI has successfully completed onboarding for the AEPA-025 F Cybersecurity and Training Contract, establishing a structured and collaborative process that ensured seamless integration with participating member agencies.

The onboarding included:

- **Contract Establishment:** SHI's legal and account teams worked closely with agency stakeholders to finalize terms, conduct kickoff meetings, and define roles and responsibilities.
- **Account Support Alignment:** Each agency was assigned a dedicated SHI account team, which established reporting protocols, a communication cadence, and training sessions tailored to contract specifics.
- **Ongoing Support and Monitoring:** Post-onboarding, SHI continues to provide proactive support, renewal management, and quarterly business reviews to align services with agency goals.

Our dedicated Contract Capture and Business Development, Public Sector leadership, and Public Sector Marketing teams will continue to collaborate along with AEPA member agencies in the creation and rollout of our marketing plan for this contract. On the following page, we have prepared a sample marketing plan for review, but will remain flexible and open to collaboration with AEPA upon award, including any contract announcements, industry periodicals, or other direct or indirect marketing activities agreed upon.

First week

- Post announcement along with contract details and contact information to <https://www.SHI.com>.
- Begin design of co-branded marketing materials, including print, electronic, email, and presentations.
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads.
- Design and implement the AEPA secured-website on <https://www.SHI.com>, including the AEPA logos, a copy of original RFP, a copy of contract and amendments, a summary of products and pricing, marketing materials, a link to AEPA's website, and all relevant contact information.

First month

- Complete design of co-branded marketing materials.
- Finalize plans to publish and distribute.
- Begin distribution to current and prospective AEPA agencies.
- Adding award information to social media

First 90 days

- Complete training and enablement for SHI sales force.
- Complete publishing and distribution of initial marketing materials.
- Analyze initial activity.
- Discuss the next 90-day plan for marketing.

Ongoing

- Design and publish national and regional advertising in trade publications.
- Market and promote the Master Agreement, including case studies, presentations, campaigns, and blog posts.

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

SHI Response:

Upon award, SHI will design and create a dedicated AEPA website on SHI.com to display the contract award. This will include the AEPA-awarded-vendor logo, a copy of any contract documents, a summary of products and pricing, marketing materials, a link to AEPA's website, and all relevant contact information. Please see an example on the following page.

Figure 6: SHI Public Sector Contracts

Continuous outreach efforts, including attendance at national or state conferences, email and social media campaigns, etc.

SHI Response:

SHI participates in many trade shows, conferences, and meetings across the country, and welcomes any opportunity to work with AEPA on advertising at events. AEPA has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

SHI collaborates with many public sector-focused organizations to host educational seminars and workshops nationwide to educate ourselves and our customers. Representatives from SHI sit on the Partner Advisory Board for GMIS International and participate in many of the local chapters across the country. To better serve our customers and understand the common challenges and trends impacting the vertical in which they reside, SHI actively works with organizations across verticals, such as:

- Education:** To support our education customers in adopting innovative technologies, SHI is a member of EDUCAUSE and is connected to organizations such as the International Society for Technology in Education, Texas Computer Education Association, and Future of Education Technology, as well as numerous school board associations such as the New Jersey School Boards Association.
- Government:** We are associated with the Center for Digital Government, Texas Association of State Systems for Computing and Communications Advisory Board, and through nationwide participation and sponsorship of state and local government events. As a member of both the National Association of State Chief Information Officers and the National Association of State Technology Directors, we connect and collaborate with C-level public sector IT professionals.

Through these collaborations, we gain insight into the needs of education and government entities of all sizes. We also provide seminars and workshops to our public sector customers across the country and are eager to have AEPA members attend. These include.

- **Summits:** SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our next summit, scheduled for October 8 and 9, is titled [Infrastructure, Hybrid Cloud and Cybersecurity Foundations for AI Success](#). The summit is aimed at Leaders in IT infrastructure (including CIOs, CTOs, CISOs, Directors of IT, and more) who are eager to learn from industry experts how to best address the forces impacting today's infrastructure, cloud, and security environments. SHI can coordinate participation with AEPA members for these events.
- **Custom Events:** SHI has previously hosted a series of roadshow events, focusing on topics such as cybersecurity and infrastructure at large event spaces around the country with solution partners and special guest speakers. SHI can also be an invaluable resource for AEPA member agencies to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums:
- **Webinar Series:** AEPA member agencies can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer. This includes, among other topics, grants and funding to modernize their network and streamline multivendor support for IT purchases. Member agencies can visit our website for upcoming events and on-demand recordings: <https://www.publicsector.shidirect.com/about/events>.
- **SHI Resource HUB:** The SHI Resource HUB is home to eBooks and short news articles that can keep AEPA member agencies updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support, as well as on emerging trends in technology. Written by SHI's subject matter experts who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. AEPA member agencies can visit the SHI HUB website (<https://blog.shi.com>) for on-demand articles, eBooks, and podcasts.
- **Social Media:** In addition to the SHI Resource HUB, SHI is active on social media applications and has dedicated public sector pages to help keep our customers, such as AEPA member agencies, informed. Up-to-date information is available on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with AEPA, we will create an announcement for LinkedIn for SHI to share with AEPA and our partner community. We also have podcasts—"We've Got Your Mac" and "Innovation Heroes" are available wherever customers listen to podcasts. They are also available on our SHI Resource HUB at <https://blog.shi.com>.
- **E-Newsletters:** SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.



We Are SHI

**We bring together
IT and Procurement
like never before**

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: AEPA #026-D TECHNOLOGY CATALOGS Bid # AEPA #026-D
Vendor	SHI International Corp.
Representative	Public Sector Contracts team
Address	290 Davidson Ave. Somerset, NJ 08873
Telephone #	888-764-8888
Fax #	888-764-8889
Email	PS_Contracts@shi.com
Website	https://www.shi.com/

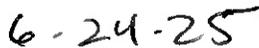
SHI's Affirmative/EEO Plan

To comply with governmental regulations and the company's Affirmative Action Policy and obligations to employ, retain, promote, terminate, and otherwise treat all employees and job applicants on the basis of merit, qualifications, and competence.

1. A complete up-to-date Personnel Profile of all employees classified by race, sex, and job classification will be maintained, and annual reports will be submitted to the EEOC.
2. All employees will be advised at the time of employment and during the HR orientation that SHI is an equal opportunity/affirmative action employer and that all personnel decisions are based on an individual's qualifications and ability to perform the work.
3. A company policy statement outlining SHI's commitment to equal employment opportunity will be posted on SHI's intranet site, MySHI, as well as within the Handbook. A detailed policy outlining SHI's commitment to affirmative action will be accessible upon request within the Human Resources department.
4. The company has appointed Ellen Mass to serve as the Equal Employment Opportunity/Affirmative Action officer. The EEO/AA officer is authorized to supply reports and represent this company in all matters referenced in this document and regarding the Company's Affirmative Action Plans.
5. The EEO/AA officer will be responsible for the following:
 - a. Implementing all phases and requirements of the plan
 - b. Conducting quarterly audits of employment practices to ensure nondiscrimination
 - c. Providing yearly instruction to supervisors regarding their responsibilities of compliance with Affirmative Action and Equal Employment obligations, ensuring no type of discriminatory practices or harassment are present and all requirements are implemented.
 - d. Notification via Job posting (MySHI), SHI newsletter, recruiters to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity.
6. All applicants or employees seeking promotion are reviewed fairly. HR reviews applicant and promotion records with the CEO of SHI to monitor job availability and the recruitment labor area.
7. Training is provided without regard to race, gender, disability status, veteran status, or any other prohibited factor ensuring job opportunities are equally available to all.



Ellen Mass, Vice President of Human Resources



Date

These goals are established company-wide and reach each department. They are established for women, minorities, individuals with disabilities, and veterans and are designed to increase availability for greater utilization.



SHI International Corp.

290 Davidson Avenue
Somerset, NJ 08873
888-764-8888

SHI.com

Signature Authorization

Effective immediately, the following individuals are authorized to sign such contractual documents for SHI International Corp. as are specified below and on page 2 of this Authorization, and their respective signatures in such capacities shall bind SHI International Corp. to the signed document.

Level 1	Level 2	Level 3
Aimee Cantrell, Manager of Proposals	Chandler Gorda – Sr. Contracts Specialist	Assel Kaziyeva, Sr. Contracts Specialist
Alicia Jones, Sr. Proposal Specialist	Megan Allen, Sr. Contracts Specialist	Cassie Skelton, Sr. Director - Contracts
Arianne Mount, Director of Public Sector Contract Compliance	Reanna Russo, Lead Contracts Specialist	Darek Awas, Associate Director of Contracts
Cassandra Hansen, Director of Proposal Content Strategy and Development		Erin Rose, Manager - Contracts
Cindy Fuentes, Sr. Proposal Specialist		Joanna York, Manager – Contracts Operations
Cindy Hill, Proposal Specialist		John Oese, Manager of Contracts
Dan Calabrese, Sr. Proposal Specialist		Jenna Watson, Assistant General Counsel
Dan Rouette, Sr. Director of Proposals		Kevin McCann, General Counsel
Jaime Watson, Sr. Proposal Specialist		Kristina Mann, Director - Contracts
Kayleigh O’Kane, Proposal Specialist		Maria Randle, Manager - Contracts
Marguerite Berete-Aw, Proposal Specialist II		Mary Youssef, Associate General Counsel
Maya Lynch, Proposal Specialist II		Paul Linhardt, Sr. Lead Contracts Specialist
Moitrayee Majumdar, Sr. Proposal Specialist		Sarah Perfetto, Sr. Contracts Specialist
Naila Charania, Proposal Specialist		Susan Radzimski, Associate General Counsel
Pamela Wilkinson, Sr. Contracts Administrator		Tressa Charles, Sr. Contracts Specialist
Staci McDonald, Manager of Proposals		
Stacie Becker, Sr. Proposal Specialist		
Terry Kilpatrick, Sr. Proposal Specialist		

This authorization shall be in effect until rescinded. All previous signature authorizations are hereby rescinded.

SHI International Corp.



 Signature
 Thai Lee

 Name
 President & CEO

 Title
 7/1/2025

 Date



SHI International Corp.

290 Davidson Avenue

Somerset, NJ 08873

888-764-8888

SHI.com

Levels of Signature Authorization:

Level 1	Level 2	Level 3
Responses to Customer Requests for Proposal, Quote, Information (RFP, RFQ, RFI)	Customer Forms	Responses to Customer Requests for Proposal, Quote, Information (RFP, RFQ, RFI)
Customer Forms	Non-Disclosure Agreements	Customer Forms
Non-Disclosure Agreements	Vendor Forms	Non-Disclosure Agreements
Vendor Forms	Vendor Contracts	Vendor Forms
	Credit Reference Requests	Vendor Contracts
	Trade Reference Requests	Credit Reference Requests
		Trade Reference Requests
		US Customs and Border Protection Power of Attorney Forms
		Customer Contracts



Recommendation for New Contracts

AEPA 026 -D, Technology Catalog Bid

Solicitations rejected PRIOR to Category Committee evaluation with cause for rejection:

- Azulle** -- Does not meet pricing workbook or market basket requirements.
- Camcor, Inc.** -- Pricing workbook does not meet requirements
- Securranty Inc.** -- Pricing workbook does not meet requirements and market baskets are missing.
- The Repair Depot LLC** -- Pricing workbook contains no information.

Solicitations rejected DURING Category Committee evaluation with cause for rejection:

- Connection Public Sector Solutions** -- Rest of Catalog spreadsheet was empty; only had itemized pricing for cloud services
- Data Center Warehouse** -- Repeated its discount percentages in the Rest-of-Catalog spreadsheet and did not apply those percentages to any SKUs, No catalog was present. Could not be compared with any other bidders.
- Riverside Technologies, Inc.** -- Had only 63 items in its catalog; needed a minimum of 100,000

Methodology Used by the Committee for Determination:

XX Low responsive and responsible Respondent(s) in separate categories, based on the attached price tabulation: HUB-program vendor and general catalog.

	A	B	C	D	E
1	Summaries:	CDWG		SHI	
2	Rest of Catalog Common SKUs	Total Amounts per Bidder	\$76,376,852.43	Total Amounts per Bidder	\$77,833,277.82
3	Rest of Catalog Common SKUs	Total Winners per Bidder	22,684	Total Winners per Bidder	15,073
4	Rest of Catalog Common SKUs	% From Lowest Bid	0	% From Lowest Bid	1.91
5					
6	Market Basket Common SKUs	Total Amounts per Bidder	\$ 56,121.77	Total Amounts per Bidder	\$ 54,539.26
7	Market Basket Common SKUs	Total Winners per Bidder	56	Total Winners per Bidder	22
8	Market Basket Common SKUs	% From Lowest Bid	2.9	% From Lowest Bid	0
9					
10	Total Combined ROC & Market Basket		\$ 76,432,974.21		\$ 77,887,817.07
11	Total Line Item Wins		22,740.00		15,095.00
12	Percent Difference		0%		1.90%
13					
14					

XX Low responsive and responsible Respondents(s) based on the attached market basket study tabulation, added to pricing for rest-of-catalog common SKU pricing for a consolidated total.

XX Responsive and responsible Respondent based on specialty offerings or value.

Vendor(s) recommended, ranked by lowest price comparison (where applicable, lowest price = #1). Attach a pricing comparison with reason for recommendation OR include ranking and reasoning on any price tabulation or market basket study used in your methodology (see previous section).

- #1 CDWG: Bidder with Lowest Overall Price and Hub Program Category
- #2 SHI: Lowest Price Applicable to the General Hardware-Software Catalog Category

The responses below listed deviations and/or exceptions. Attach Exceptions & Deviations document(s):

CDWG and SHI

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from: **Azulle, Camcor, Inc., Securranty Inc., The Repair Depot LLC, Connection Public Sector Solutions, Data Center Warehouse, and Riverside Technologies, Inc.**

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:

1. CDWG, for a Hardware-Software Catalog with HUB options, and inclusive of audio-visual products
2. SHI, for a General Hardware-Software Catalog

Committee Members

Committee Chair – Name & Signature: Ted Witt 
B73475E325D3454...

Committee Member: Hope Hardin Borbely

Committee Member: Dale McCall

Committee Member: Craig Peterson

Committee Member: Andrew Stroud



Association of Educational
PURCHASING AGENCIES

Exceptions & Deviations
AEPA 026-D
Technology Catalog

Instructions

Use this form to submit any Exceptions or Deviations to any terms and conditions requested in this solicitation. Please use the numbering system in the solicitation to refer to the term or condition for which you are providing alternative language (you must provide alternative language, not simply reference to an item you do not agree to). AEPA reserves the right to accept, deny, or negotiate terms and conditions acceptable to both parties. If you have no Exceptions or Deviations, mark the "No" box in the appropriate space below with an "X".

This is a REQUIRED form that must be submitted with your response.

Company Information

Name of Company: CDW Government LLC

Company Address: 230 N. Milwaukee Ave.

City, State, zip code: Vernon Hills, IL 60061

Title: VP Contracting Operations

Phone: (203) 851-7049

Email: dariber@cdw.com

Exceptions & Deviations

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions and Deviations to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.
X	Yes , this respondent has the following exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.

Document Name	Section Name, Page Number, & Outline Number	Term and Condition or Specification	Exception or Deviation Alternative Language	AEPA Response
Part B, AEPA General Terms and Conditions	Page 15	Patent and Copyright Indemnification	<p>To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials manufactured and furnished by Vendor Partner or work performed under this contract. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph and provide Vendor Partner the right to control the defense of such claim.</p> <p>Rationale: CDW-G offers indemnity protection on the materials it manufactures. For those materials it resells, indemnity protection is offered by the manufacturer and passed through to the Member Agency.</p>	Accepted

Part B, AEPA General Terms and Conditions	Page 22	Add a new term entitled "Limitation of Liability"	<p>Limitation of Liability Subject to applicable law, neither party will be liable for any special, punitive, indirect, incidental or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage, or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages. Except for claims arising out of Vendor Partner's gross negligence, willful misconduct, or fraud, in the event of any liability incurred by Vendor Partner hereunder, the entire liability of Vendor Partner from damages from any cause whatsoever will not exceed the dollar amount paid or payable by Member Agency for the specific products or services giving rise to the claim.</p> <p>Rationale: Introduction of a mutually beneficial limitation on damages at the master level aligns with historical contracting relationships between CDW-G and AEPA without introducing the administrative burden felt by both Member Agencies and CDW-G under the current 022 contract. Moreover, addressing risk in this manner (acknowledgement of direct damages associated with the business giving rise to the claim) allows CDW-G to continue to provide competitive commercial offerings under the contract to AEPA Member Agencies. Note that, should AEPA agree with CDW-G's proposed edit to Patent & Copyright Indemnification, CDW-G would be open to including all indemnities in the list of excluded claims (both IP and standard, as found on page 11).</p>	<p>Accepted text not highlighted</p> <p>Denied highlighted text</p>
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Final Acceptance

The Vendor and AEPA hereby agree and confirm that the *Exception or Deviation Alternative Language* and *AEPA Response*, listed above, represents the finalized Exceptions and Deviations relating to the Solicitation Category and Solicitation Number listed at the top of this form.

AEPA:
 Authorized Signature: 
 Typed Name: Steve Griggs

Title: Director of Solicitations
 Date: October 10, 2025

Vendor:
 Authorized Signature: 
 Typed Name: Dario Bertocchi

Title: VP Contracting Operations
 Date: 10/24/2025



Association of Educational
PURCHASING AGENCIES

Exceptions & Deviations

AEPA 026-D

Technology Catalog

Instructions

Use this form to submit any Exceptions or Deviations to any terms and conditions requested in this solicitation. Please use the numbering system in the solicitation to refer to the term or condition for which you are providing alternative language (you must provide alternative language, not simply reference to an item you do not agree to). AEPA reserves the right to accept, deny, or negotiate terms and conditions acceptable to both parties. If you have no Exceptions or Deviations, mark the "No" box in the appropriate space below with an "X".

This is a REQUIRED form that must be submitted with your response.

Company Information

Name of Company: SHI International Corp. _____

Company Address: 290 Davidson Ave. _____

City, State, zip code: Somerset, NJ 08873 _____

Moitrayee Majumdar _____

Title: Senior Proposal Specialist _____

Phone: 888-764-8888 _____

Email: Moitrayee_Majumdar@SHI.com _____

Exceptions & Deviations

Instructions:

1. Mark “No” or “Yes” with an “X” below.
2. If “yes” is marked with an “X” below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions and Deviations to local, state or federal laws cannot be accepted under this solicitation.

	No, this respondent does not have exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.
X	Yes, this respondent has the following exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.

Document Name	Section Name, Page Number, & Outline Number	Term and Condition or Specification	Exception or Deviation Alternative Language
AEPA Response Part A - Instructions and Specification Denied	Section 8. General Specifications 8.1.2	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95 percent or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level. Relief may be granted by a state Member Agency or the AEPA Oversight Committee in cases of national supply disruptions due to war, tariffs, pandemics, or other widespread aberrations affecting trade and commerce.	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95 percent or above. Items that are reordered, backordered, or partially filled without prior notice are not considered filled items when calculating this service level. Relief may be granted by a state Member Agency or the AEPA Oversight Committee in cases of national supply disruptions due to war, tariffs, pandemics, or other widespread aberrations affecting trade and commerce.
Part A - Instructions and Specification Accepted	Section 8. General Specifications 8.1.3	Orders must be shipped within forty-eight hours after receipt of an order 90 percent of the time. The Vendor Partner must notify the buyer if the product ordered cannot be shipped within this time period. The buying agency may agree to a delay or secure the product elsewhere.	Orders must be shipped within forty-eight hours after receipt of an order 90 percent of the time for in-stock items . The Vendor Partner must notify the buyer if the product ordered cannot be shipped within this time period. The buying agency may agree to a delay or secure the product elsewhere.
Part A - Instructions and Specification Denied	Section 12. Pricing Page 17-18	The bidder must provide their pricing as requested utilizing the various pricing methodologies specified. The bidder or Vendor Partner must agree that they will offer bid prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. Please note the following that relate to pricing:	The bidder must provide their pricing as requested utilizing the various pricing methodologies specified. The bidder or Vendor Partner must agree that they will offer bid prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume like terms and conditions, such as volume . Please note the following that relate to pricing:
Part B - AEPA Terms and Conditions Accepted	Audit Rights, Page 4	In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place.	In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place. Such audits shall be with thirty (30) days written notice and not more than once annually for each AEPA Member Agency unless otherwise required by law.

<p>Part B - AEPA Terms and Conditions Denied</p>	<p>Delivery Terms, Conditions, and Requirements Section 9. Liquidated Damages Page 8</p>	<p>The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.</p>	<p>The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is <u>reasonably</u> determined by Buyer to be complete and/or delivered <u>that is within Vendor Partner's reasonable control</u>. Liquidated damages will be determined on a project-by-project basis.</p>
<p>Part B - AEPA Terms and Conditions Accepted</p>	<p>Termination for Convenience Page 20</p>	<p>AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.</p>	<p>AEPA Member Agency reserves the right to immediately terminate this contract <u>with ten (10) days written notice</u>, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.</p>
<p>Part B - AEPA Terms and Conditions Denied</p>	<p>Indemnification Page 11</p>	<p>Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its employees</p>	<p>Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any <u>reasonable</u> attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any <u>negligent</u> act, omission, <u>professional error, fault, mistake,</u> or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the <u>sole-proportional</u> negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its</p>

		will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction must be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA	employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction must be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA Member Agency and/or Participating Entity.
Part B - AEPA Terms and Conditions Accepted	Patent and Copyright Indemnification Page 15	To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.	To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract Vendor Partner's performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract by Vendor Partner. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.
Part B - AEPA Terms and Conditions Accepted	Warranty Page 22	Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner.	Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum Vendor Partner will pass through all manufacturer's warranty that includes parts and labor unless otherwise specified in the category warranties. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer Vendor Partner agrees to reasonably assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract. <u>EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR PARTNER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS OR THIRD PARTY SERVICES PROVIDED BY VENDOR PARTNER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.</u>
ADD to Part B - AEPA Terms and Conditions	Limitation of Liability		NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS,

<p>Accepted-text not highlighted</p> <p>Denied-highlighted text</p>			<p>WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS, OR BREACH OF CONFIDENTIALITY, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE STATE TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. THE STATE ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.</p>
<p>ADD to Part B - AEPA Terms and Conditions</p> <p>Accepted</p>	<p>Return Policy</p>		<p>All returns of products, goods, equipment and/or software shall be subject to the terms of Contractor's Return Policy, which can be accessed at: www.SHIDirect.com/ReturnPolicy</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC</p> <p>Accepted</p>	<p>Section 7. Audit Page 3</p>	<p>Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>	<p>Member Agency may audit and inspect Contractor's <u>financial</u> records and accounts at any time, <u>given thirty (30) days written notice to Contract</u>, during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC</p> <p>Accepted</p>	<p>Section 14. General Liability & Auto Liability Insurance Page 3</p>	<p>Consistent with and supplementing the "insurance" clause in AEPA's "General Terms and Conditions for All Agencies," a Vendor Partner must procure before commencement of the work/contract, maintain until completion of the work/contract, and provide certificates of insurance for general liability insurance and auto liability insurance with limits of at least \$3 million per occurrence. The Participating Entity must be named as an additional insured under the Vendor Partner's general liability insurance and auto liability insurance. Any Subcontractor of the Vendor Partner must meet these same requirements.</p>	<p>Consistent with and supplementing the "insurance" clause in AEPA's "General Terms and Conditions for All Agencies," a Vendor Partner must procure before commencement of the work/contract, maintain until completion of the work/contract, and provide certificates of insurance for general liability insurance <u>and auto-liability insurance</u> with limits of at least \$3 million per occurrence <u>and auto liability insurance with a limit of at least \$1 million per occurrence</u>. The Participating Entity must be named as an additional insured under the Vendor Partner's general liability insurance and auto liability insurance. Any Subcontractor of the Vendor Partner must meet these same requirements.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC</p> <p>Accepted</p>	<p>Additional Member Agency General Terms and Conditions Section E. Procedures for Processing Orders Page 5</p>	<p>The Contractor will compile a quarterly report showing all purchases made by the Southwest AR ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the Southwest AR ESC Member Agencies.</p>	<p>The Contractor will compile a quarterly report showing all <u>purchases-invoiced sales</u> made by the Southwest AR ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the Southwest AR ESC Member Agencies.</p>

<p>Part C - AEPA Member Agency (State) Terms and Conditions Arkansas - SWAESC Accepted</p>	<p>Additional Member Agency General Terms and Conditions Section E. Procedures for Processing Orders Page 5</p>	<p>Awarded Vendor will provide Southwest AR ESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing.</p>	<p>Awarded Vendor will provide Southwest AR ESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed<u>invoiced sales</u> pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions California - CalSave Accepted</p>	<p>Section 4. Transaction Fees Page 7</p>	<p>As Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program, Awarded Vendors are required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid and all contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales, which means gross sales less returns and canceled orders within thirty days, shipping and sales, and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the LEAs. Neither Awarded Vendor nor its designated Authorized Reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.</p>	<p>As Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program, Awarded Vendors are required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid and all contracts awarded using this document, the Transaction Fee shall be 2 percent of Net Sales<u>invoiced sales</u>, which means gross sales less returns and canceled orders within thirty days, shipping and sales, and other taxes (excluding taxes based on net income). Transaction Fees will not be charged to or paid by the LEAs. Neither Awarded Vendor nor its designated Authorized Reseller(s) shall include any additional amount corresponding to the Transaction Fees in the awarded Contract prices. This Transaction Fee applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions California - CalSave Accepted</p>	<p>Section 6. Reports Page 7</p>	<p>The Awarded Vendor shall compile a quarterly report listing each purchase made by an LEA under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf at rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the Awarded Vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields</p>	<p>The Awarded Vendor shall compile a quarterly report listing each purchase made by an LEA of <u>invoiced sales</u> under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf at rlandolf@epylon.com. These reports shall be in Microsoft Excel format and shall have file names that identify the Awarded Vendor and the month being reported. The file at a minimum shall include the fields listed below and shall allow for sorting on any of these fields</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Connecticut - CREC Accepted</p>	<p>Section E. Agencies Allowed to Purchase Under the Member Agency Work in Other States Page 15</p>	<p>Sales made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC.</p>	<p>Sales<u>Invoiced sales</u> made in any of these states using the AEPA contract are to be reported to CREC, with the 2.0% administrative fee made payable to CREC.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Florida – Panhandle Area Education Consortium Accepted</p>	<p>Section A. Additional Agency Terms and Conditions Page 16</p>	<p>The Awardee will be provided with a template for reporting sales, and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users.</p>	<p>The Awardee will be provided with a template for reporting <u>invoiced</u> sales, and it will include the entity using the contract, the date of service, and <u>upon request</u>, the savings to the school district and other eligible users.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Florida – Panhandle Area Education Consortium Accepted</p>	<p>Section B. Procedures For Processing Orders Page 16</p>	<p>The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below: 1. Date of Order 2. School district 3. List or academic price sales totals 4. PAEC Florida Buy price sales totals 5. Member savings total 6. Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15 of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to:</p>	<p>The reports shall identify the Vendor and the quarter being reported, shall include a minimum of the fields listed below: 1. Date of Order 2. School district 3. List or academic price<u>invoiced</u> sales totals 4. PAEC Florida Buy price<u>invoiced</u> sales totals 5. <u>Upon PAEC request</u>, Member savings total 6. Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15 of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to:</p>

<p>Part C - AEPA Member Agency (State) Terms and Conditions Illinois - ILTPP</p> <p>Accepted</p>	<p>"Total Satisfaction" Return Policy Page 25</p>	<p>Products may be returned to the Supplier up to thirty (30) days after the day they are delivered. If paid for, Supplier will provide a full refund. If unpaid for, Supplier shall withdraw and cancel the purchase. ILTPP or its Member must request and the Supplier shall issue a Credit Return Authorization Number before products are returned. If the product(s) consist(s) of personal property, they shall be shipped at Member's expense to Supplier in their original packaging, shipping charges prepaid. Risk of loss or damage during shipment to Supplier shall be the responsibility of the Member. Returned products must be in as new condition, together with all manuals and other items.</p>	<p>Products may be returned to the Supplier up to thirty (30) days after the day they are delivered <u>per Supplier's Return Policy attached hereto at www.shi.com/returnpolicy</u>. If paid for, Supplier will provide a full refund. If unpaid for, Supplier shall withdraw and cancel the purchase. ILTPP or its Member must request and the Supplier shall issue a Credit Return Authorization Number before products are returned. If the product(s) consist(s) of personal property, they shall be shipped at Member's expense to Supplier in their original packaging, shipping charges prepaid. Risk of loss or damage during shipment to Supplier shall be the responsibility of the Member. Returned products must be in as new condition, together with all manuals and other items.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Illinois - ILTPP</p> <p>Accepted</p>	<p>Customer and Technical Support Page 26</p>	<p>The Supplier shall endeavor to provide the reasonable best customer and technical telephone support in its industry. The Supplier's support staff shall provide telephone assistance regarding any problem involving Supplier products.</p>	<p>The Supplier shall endeavor to provide the reasonable best customer and technical telephone support in its industry. The Supplier's support staff shall provide telephone assistance regarding any problem involving the sale of the Supplier products.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Indiana - WESC</p> <p>Accepted</p>	<p>Additional Agency Terms and Conditions Section B. Page 27</p>	<p>A 2% administrative fee will be assessed on gross monthly sales for IAESC Procurement.</p>	<p>A 2% administrative fee will be assessed on gross monthly <u>invoiced</u> sales for IAESC Procurement.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Kansas - SEKESC</p> <p>Denied</p> <p>This is a mandatory contract provision for state agencies provided through the Kansas Department of Administration (DA-146A).</p>	<p>Arbitration, Damages, Warranties Page 30</p>	<p>Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.</p>	<p>Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Kansas - SEKESC</p> <p>Accepted</p> <p>This revision does not change the intent or requirements of the vendor to report sales and remit administrative fees under the agreement.</p>	<p>Administrative Fee Page 33</p>	<p>The percentage of sales that each Vendor Partner pays SEKESC for sales under the contract. Awarded Vendor will provide SEKESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing. The vendor will be provided a quarterly sales report template.</p> <p>Administrative fees shall be paid to the SEKESC by the vendor, on a quarterly basis, (Q1: Jan. 1 to March 31; Q2: Apr. 1 to Jun. 30; Q3: July 1 to Sep. 30; Q4: Oct. 1 to Dec. 31), for all items purchased during the preceding quarter from this solicitation. Vendor shall have 30 days after the end of each quarter to remit to SEKESC administrative fees from paid invoices received from eligible entities during that quarter. Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full. Failure to report sales utilizing the template provided, and make payments in the stated time period, may result in cancellation of agreement,</p>	<p>The percentage of <u>invoiced</u> sales that each Vendor Partner pays SEKESC for <u>invoiced</u> sales under the contract. Awarded Vendor will provide SEKESC an Administrative Fee which is equivalent to 2% of the net total invoice amounts, including installation, on all orders processed pursuant to this solicitation and award. Administrative fees shall not appear as a line item on a quotation or on listed contract pricing. The vendor will be provided a quarterly <u>invoiced</u> sales report template.</p> <p>Administrative fees shall be paid to the SEKESC by the vendor, on a quarterly basis, (Q1: Jan. 1 to March 31; Q2: Apr. 1 to Jun. 30; Q3: July 1 to Sep. 30; Q4: Oct. 1 to Dec. 31), for all items purchased during the preceding quarter from this solicitation. Vendor shall have 30 days after the end of each quarter to remit to SEKESC administrative fees from paid invoices received from eligible entities during that quarter. Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full. Failure to report <u>invoiced</u> sales utilizing the template provided, and make payments in the stated time period, may result in</p>

<p>Part C - AEPA Member Agency (State) Terms and Conditions Kentucky - GRREC Accepted</p>	<p>Section C. Procedure for Processing Orders Page 35-36</p>	<p>award, and ineligibility for the following year(s) agreement.</p> <p>Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasi-governmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.</p>	<p>cancellation of agreement, award, and ineligibility for the following year(s) agreement.</p> <p>Once the award is made to the Contractor/vendor, GRREC and Kentucky's other cooperatives will inform their members (school districts and other entities) of the contract by: 1) including the contract in the Current Bids section on their websites and 2) publishing the contract information in catalogs disseminated to all members. A list of members, contact names, addresses and phone numbers is made available to the Contractor. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service, it will issue a purchase order for that item to the vendor. The vendor's price will include a two percent (2%) administrative fee that the vendor will collect from the member and remit to GRREC on a quarterly basis. Municipal and county governments, and other governmental, quasi-governmental, or nonprofit organization price will reflect a two percent (2%) administrative fee. On the occasion that an AEPA contract awarded by Kentucky is utilized by public school and public non-school entities in other states, purchases in these instances will also reflect a two percent (2%) administrative fee. The vendor will also compile and provide to GRREC a quarterly report showing all purchases-invoiced sales made by Kentucky members (with specific detail as to what purchases were made by which members) under this contract. Further, if no purchases are made in any given quarter, the Vendor shall remit a "No Activities" statement to GRREC for that quarter. The vendor will also produce and provide to GRREC an annual summary report for all purchases-invoiced sales made under this contract for a period of beginning with the award of the contract through December 31st and all consecutive annual periods if contract is extended. The vendor will make all administrative fee payments to the GRREC by the 15th of the month following the end of the quarter (i. e. April 15th, July 15th, October 15th and January 15th). All checks are to be made payable to GRREC and sent to GRREC, 230 Technology Way, Bowling Green, KY 42101 and Attention: Bids Coordinator. GRREC may designate another agent for collecting an administrative fee that will be negotiated with vendor for e-commerce transaction. GRREC will share information from the quarterly and annual reports and distribute the administrative fee among the other KY Educational Cooperatives according to membership.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Massachusetts Denied</p>	<p>Section 11. Indemnification Page 38</p>	<p>Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connect with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the</p>	<p>Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connect with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State.</p>

		Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgement. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.	After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgement. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
Part C - AEPA Member Agency (State) Terms and Conditions Michigan - Oakland Schools Accepted	Section C. 2. Page 46	Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices.	Contractors shall be required to pay a two percent (2%) administrative fee (the "Fee") based on the total cost of goods or services purchased, including installation and freight, if applicable invoiced sales. In the event of a lease arrangement, the total Fee for the value of goods leased shall be paid to OS by the Contractor at the front end of the lease. Contractor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Fee in the bid responses or awarded prices.
Part C - AEPA Member Agency (State) Terms and Condition Missouri - EducationPlus Accepted	Section B. (4.) Page 46	The purchase order must include an additional administrative fee (as stipulated in the AEPA solicitation document) in the total cost, based on the total cost of goods and service including installation and freight if applicable. This fee is to be forwarded by the vendor to EDUCATIONPLUS after the sale and payment is made to vendor. Payment shall be made to EDUCATIONPLUS on a quarterly basis along with complete sales history during that period.	The purchase order must include an additional administrative fee (as stipulated in the AEPA solicitation document) in the total cost, based on the total cost of goods and service including installation and freight if applicable invoiced sales. This fee is to be forwarded by the vendor to EDUCATIONPLUS after the sale and payment is made to vendor. Payment shall be made to EDUCATIONPLUS on a quarterly basis along with complete invoiced sales history during that period.
Part C - AEPA Member Agency (State) Terms and Conditions Minnesota - CPC Denied	Section 5. Procedure for Contract Award, Notification and Processing Orders c. Page 44	When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.	When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs invoiced sales.
Part C - AEPA Member Agency (State) Terms and Conditions Minnesota - CPC Denied	Section 6. Administrative Fees & Reporting Page 44	The administrative fee is to be paid by the Vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a sales report, in Excel format, listing the following information: a. Name of purchasing agency b. Address of purchasing agency (city, state, zip code) c. Date of purchase d. Invoice number e. Amount of purchase f. Administrative fee generated by sale g. Savings generated by sale	The administrative fee is to be paid by the Vendor to CPC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CPC a-an <u>invoiced</u> sales report, in Excel format, listing the following information: a. Name of purchasing agency b. Address of purchasing agency (city, state, zip code) c. Date of purchase d. Invoice number e. Amount of purchase f. Administrative fee generated by sale g. <u>Upon request by CPC, \$savings</u> generated by sale
Part C - AEPA Member Agency (State) Terms and Conditions NE ESUCC Accepted	Section 4) Insurance Page 50	Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska: • Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence • Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles,	Contractors shall secure and keep in force during the term of any awarded agreement the following insurance coverages from insurance companies authorized to do business in Nebraska: • Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5 2,000,000 for all claims arising out of a single occurrence • Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a

		<p>with minimum liability limits of \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence</p> <ul style="list-style-type: none"> Workers' compensation coverage meeting all Nebraska statutory requirements. 	<p>single occurrence and \$5,000,000 for all claims arising out of a single occurrence</p> <ul style="list-style-type: none"> Workers' compensation coverage meeting all Nebraska statutory requirements.
<p>Part C - AEPA Member Agency (State) Terms and Conditions NE ESUCC</p> <p>Accepted</p>	<p>Section 24) Administrative Fee Page 55-56</p>	<p>Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to ESUCC for completion. If mailing a check, it should be made out to Educational Service Unit Coordinating Council with it being mailed to:</p> <p><u>ESUCC COOP</u> <u>1292 East 4th Street</u> <u>Ainsworth, NE 69210</u></p> <p>Vendors must provide a quarterly report to ESUCC Cooperative Purchasing coop@esucc.org of sales from members under the contract. The report should include:</p> <ul style="list-style-type: none"> Date of purchase Name of participating member or entity Address of purchasing agency (city, state, zip code) If a school the ESU number affiliation (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19) Quantity or job order units Amount of purchase List price Administrative fee generated by sale Savings generated by sale 	<p>Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid <u>invoiced sales</u> during said quarter. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to ESUCC for completion. If mailing a check, it should be made out to Educational Service Unit Coordinating Council with it being mailed to:</p> <p><u>ESUCC COOP</u> <u>1292 East 4th Street</u> <u>Ainsworth, NE 69210</u></p> <p>Vendors must provide a quarterly report to ESUCC Cooperative Purchasing coop@esucc.org of sales from members under the contract. The report should include:</p> <ul style="list-style-type: none"> Date of purchase Name of participating member or entity Address of purchasing agency (city, state, zip code) If a school the ESU number affiliation (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19) Quantity or job order units Amount of purchase List price Administrative fee generated by sale <u>Upon request by ESUCC, \$</u>savings generated by sale
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Jersey - ESCNJ</p> <p>Accepted</p>	<p>Section 12. New Jersey Public Records Act Section B. 3. Page 59</p>	<p>The total cost of ESCNJ's program is funded through a 2.0% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total sale or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.</p>	<p>The total cost of ESCNJ's program is funded through a 2.0% participation fee paid to ESCNJ quarterly by the participating Contractors. The administrative fee percentage is based upon the total invoiced sales or lease of goods and services, including installation, if included. This fee shall be included in all price quotations to New Jersey Participants and shall not be printed as a line item on the quotation.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Jersey - ESCNJ</p> <p>Accepted</p>	<p>Section 12. New Jersey Public Records Act Section B. 4. Page 59</p>	<p>Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:</p> <ol style="list-style-type: none"> Date of order. The name of the New Jersey Participant. 	<p>Along with the participation fee, the Contractor will produce and provide to ESCNJ quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. The reports shall be in Microsoft Excel and be available in electronic form, shall identify the Contractor and the quarter being reported, shall be delivered to ESCNJ on the 15th of the month, shall include a minimum of the fields listed below and shall allow for sorting on any of these fields:</p> <ol style="list-style-type: none"> Date of order. The name of the New Jersey Participant. ESCNJ Bid Number

		<ol style="list-style-type: none"> 3. ESCNJ Bid Number 4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCECCPS) 5. List (or academic) price sales totals. 6. New Jersey Participant price sales totals. 7. New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant. 	<ol style="list-style-type: none"> 4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCECCPS) 5. List (or academic) price sales totals. 6. New Jersey Participant price sales totals. 7. <u>Upon request from ESCNJ</u>, New Jersey Participant savings totals to be sent to the ESCNJ in summary and to each individual New Jersey Participant.
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Jersey - ESCNJ Accepted</p>	<p>Section 12. New Jersey Public Records Act Section B. 6. Page 60</p>	<p>If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31 and all consecutive annual periods, if the contract is extended.</p>	<p>If no purchases are made in any given quarter, the Contractor shall remit a "No Activities" statement to ESCNJ for that quarter. The Contractor will also produce and provide to ESCNJ an annual summary report for all purchases-invoiced sales made under each contract awarded by ESCNJ pursuant to this document for a period beginning with the award of the contract and ending December 31 and all consecutive annual periods, if the contract is extended.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Indemnification Intellectual Property Page 72</p>	<p>The Offeror shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided under this Agreement infringes any patent, copyright, or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Offeror's trade secret infringement relating to any product or services provided under this Agreement, the Offeror agrees to reimburse CES, its Members and Participating Entities for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:</p> <ol style="list-style-type: none"> a. Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim. b. Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and c. Cooperate with the Offeror, in a reasonable manner, to facilitate the defense or settlement of the claim. CES, its Members, and Participating Entities Rights: If any product or service becomes, or in the Offeror's opinion is likely to become, the subject of a claim of infringement, the Offeror shall, at its sole expense. d. Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service. e. Replace or modify the product or service so that it becomes non-infringing; or f. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Offeror. g. The Offeror's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the 	<p>The Offeror shall defend, at its own expense, CES, its Members and Participating Entities against any claim that any product or service provided-performed by Offeror under this Agreement infringes any patent, copyright, or trademark, and shall pay all costs, damages and <u>reasonable</u> attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against CES, its Members and Participating Entities based upon Offeror's trade secret infringement relating to any product or services provided-performed by Offeror under this Agreement, the Offeror agrees to reimburse CES, its Members and Participating Entities for all costs, <u>reasonable</u> attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, CES, its Members and Participating Entities shall:</p> <ol style="list-style-type: none"> h. Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim. i. Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and j. Cooperate with the Offeror, in a reasonable manner, to facilitate the defense or settlement of the claim. CES, its Members, and Participating Entities Rights: If any product or service performed by Offeror becomes, or in the Offeror's opinion is likely to become, the subject of a claim of infringement, the Offeror shall, at its sole expense. k. Provide CES, its Members and Participating Entities the right to continue using the product or service and fully indemnify CES, its Members and Participating Entities against all claims that may arise out of CES, its Members and Participating Entities use of the product or service. l. Replace or modify the product or service so that it becomes non-infringing; or m. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Offeror. <p>The Offeror's obligation will be void as to any product or service modified by CES, its Members and Participating Entities to the extent such modification is the cause of the claim.</p>

		claim.	
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Intellectual Property Ownership (Work for Hire) Page 72</p>	<p>All Intellectual Property (IP) that Offeror or any of the Offeror's Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including CES or a CES Member/Participating Entity, specifically for or at the request of CES or a CES Member/Participating Entity in connection with an Agreement (Contract IP) will be owned by CES or the CES Member/Participating Entity. Intellectual Property means all CES or CES Member/Participating Entity Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Offeror will make full and prompt disclosure of the Contract IP to CES or the CES Member/Participating Entity. Offeror will, and will cause the Offeror's Parties to as, and when requested by CES or the CES Member/Participating Entity, do such acts, and sign such instruments to vest in CES or the CES Member/Participating Entity the entire right, title and interest to the Contract IP, and to enable CES or the CES Member/Participating Entity to prepare, file and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and at CES or the CES Member/Participating Entity's expense, to cooperate with CES or the CES Member/Participating Entity in the protection and/or defense of the Contract IP.</p>	<p>All Intellectual Property (IP) that Offeror or any of the Offeror's Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including CES or a CES Member/Participating Entity, specifically for or at the request of CES or a CES Member/Participating Entity in connection with an Agreement (Contract IP) will be owned by CES or the CES Member/Participating Entity. Intellectual Property means all CES or CES Member/Participating Entity Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Offeror will make full and prompt disclosure of the Contract IP to CES or the CES Member/Participating Entity. Offeror will, and will cause the Offeror's Parties to as, and when requested by CES or the CES Member/Participating Entity, do such acts, and sign such instruments to vest in CES or the CES Member/Participating Entity the entire right, title and interest to the Contract IP, and to enable CES or the CES Member/Participating Entity to prepare, file and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and at CES or the CES Member/Participating Entity's expense, to cooperate with CES or the CES Member/Participating Entity in the protection and/or defense of the Contract IP.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Patent and Copyright Infringement Page 74-75</p>	<p>Offeror will, at their expense, defend CES and its Members and Participating Entities against any claim that any equipment or software supplied hereunder infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES will:</p> <ol style="list-style-type: none"> a. Give Offeror prompt written notice of any such claim after becoming aware of such claim. b. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations. <p>CES will be reimbursed for all expenses incurred by CES in fully cooperating with Offeror as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Offeror. If any CES Member and Participating Entity is involved by any party in a Patent and Copyright infringement dispute, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Offeror's obligation under this section is</p>	<p>Offeror will, at their expense, defend CES and its Members and Participating Entities against any third party claim that any equipment or software supplied services performed by Offeror hereunder infringe a patent or copyright in the United States, or a U.S. Territory, and will pay all costs, damages and reasonable attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, CES will:</p> <ol style="list-style-type: none"> c. Give Offeror prompt written notice of any such claim after becoming aware of such claim. d. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations. <p>CES will be reimbursed for all expenses incurred by CES in fully cooperating with Offeror as specifically requested by contract. CES is not required to incur any expenses specified in this paragraph, which are not reimbursable, by the Offeror. If any CES Member and Participating Entity is involved by any party in a Patent and Copyright infringement dispute, the same provisions that apply to CES in this paragraph will apply to the CES Member or Participating Entity. Offeror's obligation under this section is conditioned on CES' agreement that if the subject</p>

		<p>conditioned on CES' agreement that if the subject of such a claim, CES will permit the Offeror, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or software, or to replace equipment or software which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Offeror's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software upon written request by Offeror at Offeror's expense. Offeror agrees to refund CES and/or its CES Member/Participating Entity for returned equipment as depreciated to current market value unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over the life of the equipment in accordance with GAAP/GASB guidelines. In the event that an Offeror's written request for return of equipment is made after full depreciation, the Offeror will pay CES, or its CES Member/Participating Entity who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its CES Member/Participating Entity, fails to return the equipment, the Offeror is not obligated to that Member under this clause. Offeror will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or software or combination, operation or use with apparatus, data or programs not furnished by Offeror. However, one Member's or Participating Entity's action will not preclude Offeror's obligation to other Members/Participating Entities not having modified their equipment or software.</p>	<p>of such a claim, CES will permit the Offeror, at its expense and option, either to procure the right for CES and its Members or Participating Entity to continue using the equipment and/or softwareservices performed by Offeror, or to replace equipment or softwareservice performed by Offeror which are functionally equivalent so that they become non-infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Offeror's judgment and satisfactory to CES, CES will request its Members or Participating Entity to return the equipment or software upon written request by Offeror at Offeror's expense. Offeror agrees to refund CES and/or its CES Member/Participating Entity for returned equipment as depreciated to current market value unless otherwise mutually agreeable in writing. The depreciation will be an equal amount per year over the life of the equipment in accordance with GAAP/GASB guidelines. In the event that an Offeror's written request for return of equipment is made after full depreciation, the Offeror will pay CES, or its CES Member/Participating Entity who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If CES, or any of its CES Member/Participating Entity, fails to return the equipment, the Offeror is not obligated to that Member under this clause. Offeror will have no obligation with respect to any such claim based upon a Member's or Participating Entity's modification of the equipment or softwareservices performed by Offeror or combination, operation or use with apparatus, data or programs not furnished by Offeror. However, one Member's or Participating Entity's action will not preclude Offeror's obligation to other Members/Participating Entities not having modified their equipment or softwareservices performed by Offeror.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Claims and Disputes Page 79</p>	<p>A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.</p> <ol style="list-style-type: none"> 1. Time Limits on Claims. Claims by either party must be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner or if applicable, the Design Professional and the other party. 2. Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing by the Owner and the Contractor, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. 	<p>A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.</p> <p>1. Time Limits on Claims. Claims by either party must be initiated within thirty (30) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner or if applicable, the Design Professional and the other party.</p> <p>2.1 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing by the Owner and the Contractor, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.</p>

<p>Part C - AEPA Member Agency (State) Terms and Conditions New Mexico - CES Denied</p>	<p>Liquidated Damages Page 81-82</p>	<p>The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquidated damages are assessed per calendar day of delay until the work is determined by CES and its Member or Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.</p> <p>Liquidated damages and early completion incentives will be between the CES Member or Participating Entity and the Contractor and must be agreed upon in writing. If the CES Member or Participating Entity declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.</p>	<p>The CES Member or Participating Entity has the right to assess liquidated damages to the Contractor (and its Surety); and the Contractor shall be liable for the amount of liquidated damages as determined in the contract documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein. The liquidated damages are assessed per calendar day of delay until the work is determined by CES and its Member or Participating Entity to be substantially complete. Liquidated damages will comply with the requirements of 55-2-718 NMSA 1978.</p> <p>Liquidated damages and early completion incentives will be between the CES Member or Participating Entity and the Contractor and must be agreed upon in writing. If the CES Member or Participating Entity declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions North Carolina - CarolinaBuy Accepted</p>	<p>Section 3. General Terms and Conditions that apply in all categories. e. Processing Orders Page 89</p>	<p>When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA41-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on</p>	<p>When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs invoiced sales. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA41-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions North Carolina - CarolinaBuy Accepted</p>	<p>Section 3. General Terms and Conditions that apply in all categories. e. Processing Orders vi. Page 90</p>	<p>The AEPA vendor shall also submit to CA41 a sales report, in Excel format, listing the following information:</p> <ul style="list-style-type: none"> • Name of purchasing agency • Address of purchasing agency (city, state, zip code) • Date of purchase • Invoice number • Amount of purchase • Administrative payment generated by sales. • Savings generated by sales. 	<p>The AEPA vendor shall also submit to CA41 a sales report, in Excel format, listing the following information:</p> <ul style="list-style-type: none"> • Name of purchasing agency • Address of purchasing agency (city, state, zip code) • Date of purchase • Invoice number • Amount of purchase • Administrative payment generated by sales. • <u>Upon request by CA41. \$savings generated by sales.</u>
<p>Part C - AEPA Member Agency (State) Terms and Conditions North Dakota - NDESC Denied</p>	<p>Section 5. Procedure for Contract Award, Notification and Processing Orders c. Page 93</p>	<p>When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts, including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs.</p>	<p>When a participating agency identifies a desired product or service, the agency and the Vendor may negotiate with each other to establish a description of items and/or services. The Vendor shall quote a price to the member, using AEPA established discounts, including the two percent (2%) administrative fee in the quoted price not as a separate line item. The administrative fee shall be based upon the total cost of goods and/or services including installation costs invoiced sales.</p>

<p>Part C - AEPA Member Agency (State) Terms and Conditions North Dakota - NDESC Denied</p>	<p>Section 6. Administrative Fees and Reporting Page 93</p>	<p>The administrative fee is to be paid by the Vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:</p> <ul style="list-style-type: none"> a. Name of purchasing agency b. Address of purchasing agency (city, state, zip code) c. Date of purchase d. Invoice number e. Amount of purchase f. Administrative fee generated by sale g. Savings generated by sale 	<p>The administrative fee is to be paid by the Vendor to NDESC, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to NDESC a sales report, in Excel format, listing the following information:</p> <ul style="list-style-type: none"> a. Name of purchasing agency b. Address of purchasing agency (city, state, zip code) c. Date of purchase d. Invoice number e. Amount of purchase f. Administrative fee generated by sale g. <u>Upon request by NDESC, \$savings generated by sale</u>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Ohio - OCEPC Accepted</p>	<p>Section A. 9. Audit Page 96</p>	<p>Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>	<p>Member Agency may audit and inspect Contractor's records and accounts at any time, <u>given thirty (30) days written notice to Contractor and not more than once per twelve (12) month period unless otherwise required by law</u>, during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Ohio - OCEPC Accepted</p>	<p>Section D. Procedure for Processing Orders Page 98</p>	<p>The Contractor will compile a quarterly report showing all purchases made by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the OCEPC Member Agencies.</p>	<p>The Contractor will compile a quarterly report showing all <u>purchases made invoiced sales</u> by the OCEPC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be emailed to the named point of contact for the OCEPC Member Agencies.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Oregon Accepted</p>	<p>Section D. Procedure for Agencies Processing Orders under IMESD in Oregon Page 106</p>	<p>Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional two percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the sale. All participating vendors agree to and are subject to audit proceedings of IMESD member sales.</p> <p>Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional two percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total sales of goods or services. The member then pays the vendor including the two percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative</p>	<p>Once the award is made to the vendor, IMESD will market these contracts by: 1) including the contract on the IMESD website, 2) announcing the award in flyers, and 3) attending vendor events throughout school year. A list of schools, contact names, addresses and phone number can be accessed through the Oregon Department of Education website. At this point the vendor contacts schools and schools may contact the vendor. When the school/agency identifies a product or services and agrees on price it issues to Vendor a purchase order for that item or service, referencing the AEPA Bid number. The purchase order must include an additional two percent (2%) administrative fee in the total to be forwarded by the vendor to IMESD after the <u>invoiced</u> sale. All participating vendors agree to and are subject to audit proceedings of IMESD member <u>invoiced</u> sales.</p> <p>Upon receipt of the purchase order, the vendor provides the goods or service listed on the purchase order. It is important to remember the vendor makes delivery to the member unless other arrangements are made in cooperation with IMESD. When all items and services on the purchase order have been delivered to the member in a complete and satisfactory manner, vendor then invoices the member for the goods and service. This invoice includes the additional two percent (2%) administrative fee to the total amount invoiced of the goods or service provided by the vendor. This percent is based on the total <u>invoiced</u> sales of goods or services. The member then pays the vendor including the two percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the</p>

<p>Part C - AEPA Member Agency (State) Terms and Conditions Pennsylvania - Keystone Purchasing Network</p> <p>Denied and replaced with attached language. See Attachment A, page 20.</p>	<p>Section 1. d. ii) Termination for Cause or Convenience Page 108</p>	<p>fee based on the sale of goods and services collected by the vendor.</p> <p>For any purchase or contract of more than \$10,000 made using federal funds, the contractor agrees that the following terms and conditions shall apply: The KPN member may terminate or cancel any purchase order under the Contract at any time, without cause, by providing seven (7) business days advance written notice to contractor. If an agreement is terminated for convenience in accordance with this paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN member before the termination and not otherwise returned in accordance with Contractor’s return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).</p> <p>The KPN member may terminate or cancel any purchase order under the Contract with cause pursuant to AEPA General Terms and Conditions.</p>	<p><u>invoiced</u> sale of goods and services collected by the vendor.</p> <p>For any purchase or contract of more than \$10,000 made using federal funds, the contractor agrees that the following terms and conditions shall apply: The KPN member may terminate or cancel any purchase order under the Contract at any time, without cause, by providing seven <u>thirty (30)</u> business days advance written notice to contractor. If an agreement is terminated for convenience in accordance with this paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN member before the termination and not otherwise returned in accordance with Contractor’s return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).</p> <p><u>Except for orders which have been deemed non-cancelable/non-returnable,</u> the KPN member may terminate or cancel any purchase order under the Contract with cause pursuant to AEPA General Terms and Conditions.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Pennsylvania - Keystone Purchasing Network</p> <p>Denied</p>	<p>Section 4) Procedure for Processing Orders Page 117</p>	<p>Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members (institution name and address) will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor’s price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others administrative fees as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will make all administrative fee payments to KPN by the 20th of the succeeding month of each 3-month calendar quarter after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be made using the provided Excel spreadsheet and will be broken down by entity by state and will show Order Date, Agency Name, Street Address, City,</p>	<p>Once the award is made to the Contractor/vendor, KPN will inform its members of the contract by: (1) including the contract in the agency database that is available on the KPN website, (2) announcing the award in its periodic newsletter, and (3) publishing the contract information in a catalog disseminated to all members. A list of members (institution name and address) will be made available to the vendor in an electronic format. At this point the Contractor/vendor contacts the members and members may contact the Contractor/vendor. When the member identifies a product or service it issues a purchase order for that item to the vendor. The vendor’s price to its members will include the following administrative fees: currently 2% (two percent) on all supplies, equipment and construction, rental or lease, annual subscription fee, etc.; and others <u>administrative fees invoiced sales</u> as approved by KPN and will be collected from the member or other qualifying purchaser. KPN reserves the right to adjust the administrative fee at any time during the duration of the contract and any renewal period or to modify the administrative fee based on volume of purchase. If the administrative fee is reduced due to the size of the project the vendor will show the adjustment on the quote. The vendor will also compile a quarterly report showing all purchases made by KPN members under this contract. The vendor will make all administrative fee payments to KPN by the 20th of the succeeding month of each 3-month calendar quarter after they have received payment from the member agency and all checks are to be made payable to the Central Susquehanna Intermediate Unit (CSIU) and sent to Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847, and Attention: Mark C. Carollo. All reporting of purchases will be made using the provided Excel spreadsheet and will be broken down by entity by state and will show Order Date, Agency Name, Street Address, City, State, Zip, PO #, and Total Price. Optionally, Item #, Item Description, Manufacturer #, Qty, Extended</p>

		State, Zip, PO #, and Total Price. Optionally, Item #, Item Description, Manufacturer #, Qty, Extended Advertised Price can be included.	Advertised Price can be included.
Part C - AEPA Member Agency (State) Terms and Conditions South Carolina – CarolinaBuy Accepted	Section 3. General Terms and Conditions that apply in all categories. Processing Orders vi. Page 119	When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on	When an eligible educational, governmental, or nonprofit member identifies a desired product or service, the member and the vendor may negotiate with each other to establish a description of items and/or services. The vendor shall quote a price to the member, in writing, using AEPA established discounts and including the two percent (2%) administrative payment or payment in the quoted price. The administrative payment shall be based upon the total cost of goods and/or services including installation costs invoiced sales. The administrative payment shall not be listed as a separate line item on the quote. When a member decides to purchase through the CA4I-AEPA contract, the member issues the purchase order directly to the vendor. The purchase order must include the total invoiced cost, based on
Part C - AEPA Member Agency (State) Terms and Conditions South Carolina – CarolinaBuy Accepted	Section 3. General Terms and Conditions that apply in all categories. Processing Orders vi. Page 120	The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information: <ul style="list-style-type: none"> Name of purchasing agency Address of purchasing agency (city, state, zip code) Date of purchase Invoice number Amount of purchase Administrative payment generated by sales. Savings generated by sales. 	The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information: <ul style="list-style-type: none"> Name of purchasing agency Address of purchasing agency (city, state, zip code) Date of purchase Invoice number Amount of purchase Administrative payment generated by sales. <u>Upon request from CA4I</u>, Savings generated by sales.
Part C - AEPA Member Agency (State) Terms and Conditions Texas - TexBuy Accepted	Service Fees Page 123	Awarded Contractor agrees to pay TexBuy the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to Region 16 ESC in Amarillo, Texas, promptly upon completion of the quarterly service fee report. The service fees are as follows: <ul style="list-style-type: none"> For all items, the service fee due to Region 16 ESC will be up to two percent (2%) of the gross sales amount invoiced to the Member from the TexBuy contract. The Contractor will submit a quarterly sales report to TexBuy’s Director of Purchasing, via email, to document the sales made to all Members through the TexBuy awarded contract. TexBuy does not charge any fees to participating government agencies. 	Awarded Contractor agrees to pay TexBuy the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to Region 16 ESC in Amarillo, Texas, promptly upon completion of the quarterly service fee report. The service fees are as follows: <ul style="list-style-type: none"> For all items, the service fee due to Region 16 ESC will be up to two percent (2%) of the gross sales amount invoiced to the Member from the TexBuy contract. The Contractor will submit a quarterly <u>invoiced</u> sales report to TexBuy’s Director of Purchasing, via email, to document the <u>invoiced</u> sales made to all Members through the TexBuy awarded contract. TexBuy does not charge any fees to participating government agencies.
Part C - AEPA Member Agency (State) Terms and Conditions Virginia – Fairfax County Public Schools Denied	Section 32. Indemnification subsection b. IP Indemnification Page 134	In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of any such claim. <p>In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to</p>	In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, performed services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of any such claim. <p>In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-</p>

		make them non-infringing, while remaining functionally equivalent or better; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this Paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third party infringement claim.	infringing, while remaining functionally equivalent or better; or (c) replace such products or software Contractor performed services with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, Contractor performed services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in this Paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third party infringement claim.
Part C - AEPA Member Agency (State) Terms and Conditions Virginia - Fairfax County Public Schools Denied	Section 43. Audit of Records Page 136	The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.	The parties agree that the County or its agent, <u>with thirty (30) days written notice to Contractor</u> , must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form. <u>Such examinations shall not occur more than once per twelve (12) month period unless otherwise required by law.</u>
Part C - AEPA Member Agency (State) Terms and Conditions Washington - KCDA Accepted	Section B. Order Page 139	KCDA is funded through a service fee paid to KCDA by the participating Vendors. The service fee percentage is based upon the total sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be 2%. Do not print the service fee as a separate line item on the quotation. The Vendor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Executive Director, Bart Powelson at bpowelson@kcda.org and CFO, Yohan Lee at ylee@kcda.org.	KCDA is funded through a service fee paid to KCDA by the participating Vendors. The service fee percentage is based upon the total invoiced sale of goods and services, including installation, if applicable. This fee shall be reflected in all price quotations under the KCDA agreement. The service fee will be 2%. Do not print the service fee as a separate line item on the quotation. The Vendor will compile an electronic quarterly report listing each purchase made by participating members. Within 30 days after each quarterly period the report will be sent to the e-mail address of the KCDA Executive Director, Bart Powelson at bpowelson@kcda.org and CFO, Yohan Lee at ylee@kcda.org.
Part C - AEPA Member Agency (State) Terms and Conditions West Virginia - Mountain State Educational Services Cooperative Accepted	Section 8. Audit Page 146	Member Agency may audit and inspect Contractor's records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.	Member Agency may, <u>with thirty (30) days written notice to Contractor and not more than once per twelve (12) month period unless otherwise required by law</u> , audit and inspect Contractor's <u>financial</u> records and accounts at any time during the Contractor's performance of the services and for a period of two (2) years following the completion or termination of the services for the purpose of verifying any invoice and underlying documentation presented by Contractor, it being understood that Contractor agrees to preserve all such documents through such two- (2) year period.

<p>Part C - AEPA Member Agency (State) Terms and Conditions Wisconsin - CESA Accepted</p>	<p>Section B. Procedure for Processing Orders Page 149</p>	<p>All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged. The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to CESA Purchasing on a quarterly basis.</p>	<p>All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged. The vendor's price shall include a two percent (2%) administrative/marketing fee on all <u>invoiced</u> sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to CESA Purchasing on a quarterly basis.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Wyoming - NEW BOCES Accepted</p>	<p>Page 150</p>	<p>The vendor's price shall include a two percent (2%) administrative/marketing fee on all sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.</p>	<p>The vendor's price shall include a two percent (2%) administrative/marketing fee on all <u>invoiced</u> sales of products and or services that the vendor will collect from the member or other qualifying purchaser. This fee will be remitted to NEW BOCES on a quarterly basis.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Wyoming - NEW BOCES Accepted</p>	<p>NEW BOCES Commitment to Awarded Contract Vendors: Section 8. Warranties Page 152</p>	<p>The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Wyoming. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.</p>	<p>The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Wyoming. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.</p>
<p>Part C - AEPA Member Agency (State) Terms and Conditions Wyoming - NEW BOCES Accepted</p>	<p>NEW BOCES Commitment to Awarded Contract Vendors: Section 13. Access to Company Records/Audits Page 152</p>	<p>Company shall retain all records and provide unlimited access, at reasonable times, to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after. Should such an audit disclose incorrect billings or improprieties, NEW BOCES reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.</p>	<p>Company shall retain all records and provide, <u>with thirty (30) days written notice and not more than once per twelve (12) month period unless otherwise required by law, unlimited reasonable</u> access, at reasonable times, to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after. Should such an audit disclose incorrect billings or improprieties, NEW BOCES reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.</p>

Final Acceptance

The Vendor and AEPA hereby agree and confirm that the Exception or Deviation Alternative Language and AEPA Response, listed above, represents the finalized Exceptions and Deviations relating to the Solicitation Category and Solicitation Number listed at the top of this form.

AEPA:
 Authorized Signature: Steve Griggs Title: Director of Solicitations
 Typed Name: Steve Griggs Date: October 10, 2025

Vendor:
 Authorized Signature: Paul Linhardt Title: Sr. Lead Contracts Specialist
 Typed Name: Paul Linhardt Date: 10/24/2025

Attachment A

**Pennsylvania
Keystone Purchasing Network**

Section 1. d. ii) Termination for Cause or Convenience (Page 108)

For any purchase or contract of more than \$10,000 made using federal funds, the contractor agrees that the following terms and conditions shall apply:

The KPN member may terminate or cancel any purchase order under the Contract at any time, without cause, by providing thirty (30) calendar days advance written notice to contractor. If an agreement is terminated for convenience in accordance with this paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN member before the termination and not otherwise returned in accordance with Contractor's return policy. If the KPN member has paid the contractor for goods or services not yet provided as of the date of termination, the contractor shall immediately refund such payment(s).

Except for orders which have been identified as non-cancellable or non-returnable at the time of order, and subject to all other rights and remedies available to the KPN member under the Contract, at law or in equity, the KPN member may terminate or cancel any purchase order under the Contract with cause.



Association of Educational

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 Member Agency will provide a copy of the document to the Respondent.~~

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>SHI International Corp.</u>	Date	<u>09/12/2025</u>
Address	<u>290 Davidson Ave.</u>	City, State Zip	<u>Somerset, NJ 08873</u>
Contact Person	<u>Moitrayee Majumdar</u>	Title	<u>Senior Proposal Specialist</u>
Authorized Signature	<u><i>Moitrayee Majumdar</i></u>	Title	<u>Senior Proposal Specialist</u>
Email	<u>Moitrayee_Majumdar@SHI.com</u>	Phone	<u>888-764-8888</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, 2027 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	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	<u>Jane Eastes</u>	<u>Executive Deputy Director</u>	
Authorized Signature	<u><i>Jane Eastes</i></u> <small>6D9BB132BB3040A...</small>		
Awarded this	<u>15th</u>	day of	<u>December</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> <u>3/1/2026</u>		<input checked="" type="checkbox"/> Or <u>12/15/2025</u>
Contract Number	<u>026-D</u>		



Association of Educational

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 Member Agency will provide a copy of the document to the Respondent.~~

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>SHI International Corp.</u>	Date	<u>09/12/2025</u>
Address	<u>290 Davidson Ave.</u>	City, State Zip	<u>Somerset, NJ 08873</u>
Contact Person	<u>Moitrayee Majumdar</u>	Title	<u>Senior Proposal Specialist</u>
Authorized Signature	<u><i>Moitrayee Majumdar</i></u>	Title	<u>Senior Proposal Specialist</u>
Email	<u>Moitrayee_Majumdar@SHI.com</u>	Phone	<u>888-764-8888</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, 2027 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	<u>North Dakota Educators Service Cooperative</u>
Authorized Representative	<u>Jane Eastes</u> Signed by: <u>Executive Deputy Director</u>
Authorized Signature	<u><i>Jane Eastes</i></u> <small>6D9BB132BB3040A</small>

Awarded this	<u>15th</u>	day of	<u>December</u>	Contract Number	<u>026-D</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> 3/1/2026		<input checked="" type="checkbox"/> Or 12/15/2025		