Association of Educational Purchasing Agencies

Tabulation Report IFB #024-D - Computerized Maintenance Management System (CMMS Software)
Vendor: Brightly Software, Inc.

General Comments: Please accept the attached files as Brightly Software's response to Bid IFB #024-D - Computerized Maintenance Management System (CMMS Software).

General Attachments:
2023 Price Book - Annual - Education.xlsx
2023 Price Book - Annual - Government.xlsx
2023 Price Book - Multiyear - Education.xlsx
2023 Price Book - Multiyear - Government.xlsx
Exhibit A - Marketing Plan - Brightly Software.pdf
Part B - 8.1-8.8 Technical Requirements and Documentation - Brightly Software.pdf
Part C - State-Specific Forms - Brightly Software.pdf
Part D - Questionnaire - Brightly Software.pdf
Part D - Sample of Reporting Capabilities.pdf
Part D - Sample of Training Materials.pdf
Part E - Signature Forms - Brightly Software.pdf
Part F - Pricing Schedule - Brightly software.xlsx
Price List - Brightly Software.pdf

Part D - Questionnaire

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Part D – Questionnaire – Name of Company***".
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: Brightly Software, Inc.

Company Address: 11000 Regency Parkway, Suite 300

City, State, zip code: Cary, NC, 27518

Website: https://www.brightlysoftware.com/

Contact Person: Georgia Ferretti

Title: Director of Strategic Partnerships

Phone: 703.537.9394

Email: georgia.ferretti@brightlysoftware.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: X* **public company** _____ **privately owned company**

*Brightly Software, Inc. is a wholly owned subsidiary of Siemens Corporation located at 300 New Jersey Avenue, Suite 1000, Washington DC, 20001. Siemens Corporation is an indirect wholly owned subsidiary of Siemens AG, which is publicly traded in Germany.

In what year was this business started under its present name? 2022

Under what additional, or, former name(s) has your business operated? SchoolDude, FacilityDude, Dude Solutions, Assetic, Paladin Data Systems, Smartware Group

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Is this business a corporation? _____ **No** X **Yes. If yes, complete the following:**

Date of Incorporation: Established in 1999, Incorporated in 2014

State of Incorporation: Delaware

Name of President: Kevin Kemmerer, CEO

Name(s) of Vice President(s): N/A

Name of Treasurer: Michael Beierwaltes, CFO

Name of Secretary: Kelly Caputo

Is this business a partnership? X **No** _____ **Yes. If yes, complete the following:**

Date of Partnership:

State Founded:

Type of Partnership, if applicable:

Name(s) of General Partner(s):

Is this business individually owned? X **No** _____ **Yes. If yes, complete the following:**
Date of Purchase: _____
State Founded: _____
Name of Owner/Operator: _____

Is this business different from those identified above? X **No** _____ **Yes**
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? X **No** _____ **Yes**

Is this business minority-owned? X **No** _____ **Yes**

Does this business have an Affirmative Action plan/statement? _____ **No** X **Yes**

Business Headquarter Location

Business Address	11000 Regency Parkway, Suite 300
City, State, zip code	Cary, NC 27518
Phone	866.455.3833
How long at this address?	12+ years

Business Branch Location(s)

Branch Address	N/A. See Corporate Headquarters Above
City, State, zip code	
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	Brightly does not share sales figures publicly. Brightly is open to having further discussion regarding this matter if necessary. Brightly has many years of established sales performance under previous contract awards.		
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions	Brightly does not share sales figures publicly. Brightly is open to having further discussion regarding this matter if necessary. Brightly		
Counties, Cities, Townships, Villages			

States	has many years of established sales performance under previous contract awards
Other Public Sector & Non-profits	
Private Sector	
Total	

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Georgia Ferretti	Director of Strategic Partnerships	703-537-9394	Georgia.Ferretti @brightlysoftware.com
Sales Manager	Michael Knox	VP, Sales	919-623-6453	michael.knox@brightlysoftware.com
Marketing Manager	Georgia Ferretti	Director of Strategic Partnerships	703-537-9394	Georgia.Ferretti @brightlysoftware.com
Customer & Support Manager	Sarah Swanson	VP, Client Success	866-455-3833	sarah.swanson@brightlysoftware.com
Distributors, Dealers, Installers, Sales Reps	Michael Knox	VP, Sales	919-623-6453	michael.knox@brightlysoftware.com
Consultants & Trainers	Dan Kolb	VP, Professional Services	866-455-3833	daniel.kolb@brightlysoftware.com
Technical, Maintenance & Support Services	Sarah Swanson	VP, Client Success	866-455-3833	sarah.swanson@brightlysoftware.com
Quotes Invoicing & Payments	Deal Desk Accounts Receivable	Deal Desk Accounts Receivable	N/A N/A	dealdesk@brightlysoftware.com accountsreceivable@brightlysoftware.com
Warranty & After the Sale	Sarah Swanson	VP, Client Success	866-455-3833	sarah.swanson@brightlysoftware.com
Financial Manager	Andrew Connors	FP&A Analyst	N/A	andrew.conners@brightlysoftware.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
100 Sales Reps serving all 50 states	Cary	NC

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.

Each year, we host a sales kick-off conference where we discuss and review all purchasing cooperatives with which we participate. We also grant the cooperative a town hall, where they can talk about their contract to our sales teams. In addition, by utilizing Salesforce, our CRM system, the AEPA discount is entered into the system, making it easy for sales reps to include AEPA on client quotes. Sales reps are trained to apply the appropriate AEPA discount when applicable.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. 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 AEPA.
Each state has a sales contact for both EDU and GOV, and each member agency is welcome to connect/network with said sales representative and/or manager to plan a go to market strategy.

Products, Services & Solutions

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.

See the detailed product descriptions, modules, and functionality described in the "Functionality" section below. See the training, support, and additional services described in "Training, Support, and Additional Services Available" below. See the "Category Specific Specifications Compliance" table below for Brightly's ability to meet the Product specifications outlined in Part B.

Item	Description	Comply	Deviate
7.1	The CMMS system will be configured to allow remote non-maintenance personnel to request services, inventory or events from the district maintenance department (or other support personnel) through a web browser.	X	
7.2	The CMMS system will allow remote site requesters to be provided status updates on requests that have been previously submitted. This status update shall be filtered or password protected so that the requester only sees requests submitted by that individual.	X	
7.3	The CMMS system should support email notifications that allow the maintenance (or other) department to automatically notify work order requestors when work is completed or when work is delayed.	X	
7.4	Indicate additional hardware/software or network configuration requirements that are required to support this request/update feature. Indicate limitations on number of site requesters that can be added to the system.	X	
The following **Modules/Functions** are requested: **(Note: Interoperability is not required for all system components.)**			
7.5	**Administration**: - Power user with full access from single log-in; - Web access to administration; - Multi-level security; - Display of user's functional permission level; - Help text and error messages; and - Multi-media file attachments (Word files, graphic images, audio and video) to record as work orders. - Secure and/or Multi Factor Authentication capabilities	X	
7.6	**Work Order Management**: - Database of support employees along with labor rate information; - Vendor database; - Ability to capture labor hours, contract cost and materials costs for each work order; - Recording of equipment downtime; - Ability to charge multiple wage rates; - Request dates and completion dates; - Estimated and actual hours; - User definable tracking fields; - Labor and materials transactions for each work order; - Work order tracking fields such as trade, purpose, budget and other codes; - Interface to check work order status with selection marks;	X	

	- Search capability on work order number or description key; - Full integration with related modules including preventative maintenance, facility scheduling, inventory, building site request and asset management; - Automatic computation of work costs using labor rates in employee module; - Tracking tool for usage against work orders, required permitting, OEM manuals, photos, and safety documentation; - Ability to re-open closed work orders; - Ability to track/enter purchase orders; and - Ability to allow for multiple inspections per asset and store inspection results and data.		
7.7	**Asset Management**: - List of values for assets, locations and classifications; - Standard equipment templates; - Warranty tracking; - Lists of outstanding jobs by equipment, asset class and location; - Lifetime labor and material costs per equipment, asset classification and location; - Historical tracking of total of maintenance costs per asset; - Predictive maintenance and cost analysis; and - Support asset tagging and scanning with mobile app.	**X**	
7.8	**Materials Management**: - Manage inventory items by category types: mechanical, custodial, tools and others; - Track all inventory transactions, including issues, receipts, returns, adjustments, orders, and transfers; - Allow inventory to be issued to a location, pick list, project, work order or employee; - Enable requestor to select items from inventory catalogs and submit inventory requests online; - Track detailed information on inventory items including unit of issue, on contract, supplier, average fixed costs, tag number for tools, mark up and back-order quantity; - Allow inventory items to be stored and tracked in multiple pools and by categories including aisle, bin number and reorder points; and - Integrate with the work order and preventative maintenance modules.	**X**	
7.9	**Technology Work Management**: - End users or IT staff may originate work order requests for IT problems; - Status of work orders can be customized and continually monitored by staff; - System routes request to proper technician using configurable workflow; - Provide for tracking of labor and parts for each incident; and - Warranty of technology can be continually monitored.	**X**	
7.10	**Preventative Maintenance**: - Schedule by elapsed days, calendar date and usage; - View labor, material and tool cost for anticipated tasks; - Track all scheduled maintenance; - Create recurring maintenance schedules in a daily, weekly, monthly or annual basis; - Store schedule templates for quick creation of frequently used schedules; - Track equipment information, including manufacturer, model and serial numbers, in/out service dates and warranty; - Automatically generate preventative maintenance work orders through an integration with work order system; and - Display incoming scheduled work in a calendar format, by staff member, for resource scheduling.	**X**	

7.11	**Budget Management**: - Allow district to establish budget code format; - Permit flexible budget terms, budget periods, and flexible budget hierarchies; - Analyze costs vs. budget per budget period and year-to-date; - Facilitate the creation of long-range capital plans and budget plans; and - Manage capital projects and expenditures related to deferred maintenance, deficiencies and corrections.	**X**	
7.12	**Reports Generation**: - Graphs and tabular reports in multiple formats, like HTML, PDF, or Excel; - Search capability allowing user to define criteria in a specified field(s); - Reports on craft/trade, location, budget, employee, cost analysis, transactions, outstanding work, workload and assignments, and status of work; - Standard inventory reports on issued inventory, returned inventory, transferred inventory, supplier reports, and pick list reports; - Standard preventative maintenance (PM) reports on projected parts and supplies, estimated PM labor, forecasting labor, and corrective vs. preventative; - Standard facility scheduling reports on location, organization, schedules, budget, invoices, and reminders; - FEMA related reporting; and - Access to reporting tool that allows for peer-to-peer comparisons.	**X**	

7.13	**Utility Management**: **OPTIONAL**
	- Support all standard energy/water/other related utilities;
	- Track essential account, vendor building and user information;
	- Track basic utility billing determinants for each account and/or meter including billing periods, consumption, cost and average unit cost. Bills are to be tracked by month, year and building;
	- Ability to track user-defined data such as hours of use, number of occupants, etc.;
	- Use and cost budget function for monthly and annual budget analysis;
	- Customizable user-defined advanced utility bill determinants including power factor, time- of-use, taxes, service charges and deregulated bill determinants;
	- Current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year;
	- Easy exporting of data to any spreadsheet format;
	- Virtual and sub-meter tracking to support internal organization chargeback requirements;
	- Utility bill validity checking with multiple parameter analysis;
	- Allows you to scan and store electronic copies of utility bills;
	- Optional:
	  - Track capital projects related to energy conservation;
	  - Track Energy Star Integration for ratings;
	  - Track Interval Meter Data; and
	  - Create shutdown checklists.
		X	

7.14	**Facility Scheduling**: **OPTIONAL** - Multiple routing rules for event approval; - Automatically routes usage requests to approval managers; - Track facility usage costs and automatically generate invoices; - Enable event requesters to check facility availability and submit usage requests online; - Display scheduled events on calendar; - Email notifications to support personnel; - Database of areas available for after-hour usage; - Ability to handle events with multiple dates with a repeating pattern as well as random series of events; - Billing and rental administration; and - Multiple levels of security.	**X**	
7.15	**Wireless/Mobile Management** that enables mobile workers to: **OPTIONAL** - Receive, process and complete work via a wireless/mobile device; - Record transactions for labors hours; - Search and sort, and sort through their work orders; - Barcode and QR scanning; - attach/store images and photos to asset/work order; and - Record work order labor hours.	**X**	
7.16	**Trip Planning and Management**: **OPTIONAL** - Allow requesters to easily submit trip requests and check status online; - Automatically route trip requests to approval managers; - Track availability and manage scheduling of vehicles and drivers; - Display scheduled trips on interactive calendar; and - Track all trip related costs.	**X**	
7.17	**Information Technology Asset Management**: **OPTIONAL** - Gather and report information about computer assets on your network, including hardware, software and warranties; - Monitor assets at the component level and generates alerts for missing assets; - Track licenses and usage for optimum license management and compliance; and - Generate alerts for software license agreement violations and unauthorized software installations.	**X**	
7.18	Additional modules may be added.		
7.19	Many, but not all, AEPA members also serve municipalities. Insert information on any municipal-related modules available in your response.	**X**	

Functionality

Provide a listing of modules for your product and what specifications from Section 5 are included in each.

Asset Essentials – Administration, Work Order Management, Asset Management, Materials Management, Technology Work Management, Preventative Maintenance, Budget Management, Reports Generation, Wireless/Mobile Management

Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities. Features include:

Workflow Management

- Work order request management
- Automatic request routing
- Location/asset-based work orders
- PM and PdM calendar scheduling
- Custom fields for organization-specific work order information
- Job planner/calendar view for technicians
- Work order prioritization

Work Tracking & Monitoring

- Ability to bulk update work orders
- Automated email notifications for work assignment based on asset, work type, location and more
- Automatic work order scheduling based on PdM
- Audit trail and log tracking
- High-level project tracking

Equipment/Asset Management

- Cost tracking and repair history for total cost of ownership (TCO) decision-making
- Calendar/meter reading tied to PM/PdM scheduling
- Supplier/vendor tracking at asset level

Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

Inventory Management

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

Asset Essentials Connector Toolkit

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

MaintenanceEssentialsPro - Administration, Work Order Management, Asset Management, Technology Work Management, Preventative Maintenance, Budget Management, Reports Generation, Wireless/Mobile Management

MaintenanceEssentials Pro™ a leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

Operations Dashboard

- Business Intelligence (BI) reporting directly from Brightly Platform
- Benchmark your progress
- Compare your performance to others in your region

- KPIs automatically generate into an executive PowerPoint format

Inventory Direct – Materials Management

InventoryDirect is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Productivity
- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

Communication
- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

Budget
- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation
- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

Connect Authenticate – User Administration

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Brightly applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network then authorizes them to use the Brightly products with the use of Security Tokens. When a user accesses a Brightly product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Brightly-specific password.

Key features:
- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

Capital Forecast – Capital Planning, Budget Management

Capital Forecast is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders up to 30 years in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Import of a list of projects and tasks via Excel

- Project list creation using templates and building component models
- Work order development using historical work order data and asset conditions
- Asset lifecycle data
- Cloning existing work orders for future scheduling

Data Import (via Excel)

- Add existing FCA data or deferred backlog lists
- Attach existing building component data
- Bulk update of capital needs and building component data

Models and Templating

- Apply a simple template wizard based on core building information to auto-populate a list of systems contained in a building
- Incorporate innovative renew/replacement models to determine the cost and timeframe to replace building systems
- Use existing models for over 50 building types
- Create your own building type templates

Capital Plan Creation

- Develop plan up to 30 years in advance
- Configurable views, reports, searches and graphs

Master List Reporting

- Select summarized, detailed or master layouts
- Reporting includes data on:
    - Equipment
    - Building systems or components
    - Capital needs
- Save favorite searches with automatic, recurring results

Origin – Capital Planning, Budget Management

Origin, Brightly's capital forecasting and asset management solution, revolutionizes how organizations can make smarter and faster capital planning decisions in real-time. Origin enables users involved in capital planning and the asset management process to control and measure asset performance, maintenance cost, and usage across the organization like never before. Origin delivers powerful data visualization and reporting, dynamic modeling of conceptual/committed/executed, and interactive asset integration for capital sources, including the obsolescence factor and asset components, with expected outcomes.

The capabilities listed below includes key functionality your organization can leverage with Origin to meet your objectives:

- **CMMS Standardization and Optimization:** Align your work order and preventive maintenance data from your CMMS with your capital planning to get critical visibility on the real-time health of your assets.
- **Risk Ranking:** Prioritize repair and inspection needs based on the level of risk and the impact of asset failure has on your operations to maintain your ideal level of brand standards.
- **Visibility Management:** Always get the full picture of your asset or facility health with dynamic asset condition updates for real-time decision-making based on asset condition.
- **Budgeting and Forecasting**: Prove funding requests with visuals and metrics that clearly outline the budget needed to maintain facilities and depict the long-term cost of deferring funding.
- **Strategic Master Planning:** Align stakeholders and departments on every aspect of your next capital project to maximize effectiveness while communicating all associated costs.

- **Mobile FCA and Management:** Update your asset health score in real- time after maintenance is completed to always have the most up-to-date health information on every asset.

Predictor – Capital Planning

Predictor is an off-the-shelf software that has been used in public sector organizations to optimize expenditure decisions for capital projects. The tool allows an organization to incorporate their level of service targets to gain the optimal return on investment and all the factors that contribute towards that.

Common prioritization factors that are utilized in the Predictor optimization engine include risk, cost, service criteria and other prioritization mechanisms that can be qualified either quantitatively or qualitatively.

The solution enables the timing of these projects to be based on your critical prioritization factors when creating the optimal output for an organization. This can be weighted as per the needs of the organization and allows for the organization to compare and contrast different budgets, different objectives and needs depending on their strategic objectives. Utilizing tools such as GIS enables you to present scenarios spatially on a map.

Work Planner for Predictor is an ArcGIS Pro Add-In that enables project planners to select assets and treatments from Predictor's optimized long-term plans on a map and bundle them together into projects. This intuitive project building tool helps planners refine modeling outcomes and apply logic and local knowledge when planning infrastructure projects across multiple asset types within utility corridors, such as stormwater and sewer. See the examples below of the Project Builder and PowerBI and GIS outputs.

Energy Manager – Utility Management

Energy Manager™ is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

Energy Star Sync
Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards
Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population
The Brightly team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management
The Brightly team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to populating your bill data, the Brightly team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management
Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

Event Manager – Facility Scheduling

Event Manager™ is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

Scheduling & Publishing
- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space and display
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

Event Management
- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process
- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type

Community Use
- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

TripDirect – Trip Planning and Management

TripDirect is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management

- End-user trip request submission with status updates
- Automated routing for trip requests to approval managers
- Print trip consent forms
- Manage driver and vehicle scheduling
- (Optional) score drivers by hours, overtime and tenure

Budget Support

- Support budgeting data
- Track trip-related costs, including:
    - Driver wages
    - Mileage
    - Purchase

Insight – IT Asset Management

Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.

- Discovery – The process of identifying devices on a network by detecting all of its live IP addresses using ICMP/PING and Nmap Port Scans
- Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

SmartGov – (Municipal-Related Module) Licensing, Planning, Code Enforcement, Inspection, and Permit Management

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting & Planning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

Business Licensing

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set
- Display inspection search results and enforcement actions as a point on a map
- Navigate existing cases and initiate new cases starting from a map

Public Portal

- Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations
- Print reports and required forms
- Access fee information
- View daily and pending inspection schedules, as well as year-to-date metrics
- View and respond to digital plan markup and comments
    - Review real-time plan check comments and inspection result

Online Payments

- Define fee types and rates

Assess fees and invoice for payment

- Receive partial or full payments and issue partial or full refunds
- View transaction history
- Integrate with payment processors and Financial Management Systems
- Manage security and uptime to allow for payments 24/7

Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.

Update Process

We run a standing maintenance window each Wednesday night at midnight. Hardware and software upgrades and major product enhancement releases occur during non-business weekday hours or during weekend hours. Brightly gives a three-day notice for such outages to the main account contact.

Our solutions are architected as multi-tenant Software-as-a-Service. With a multi-tenant model, each new version of the software is delivered universally to all system users. In order to safeguard against unwanted or disruptive changes associated with a new release, our development team applies the following best practices:

- **Thorough Testing:** Prior to new releases, our team tests each enhancement to ensure the enhancements function as planned and do not change existing processes and business flow of our customer base. We complete full functional testing in our development and test environments to ensure that we have not created defects in our applications and that our solutions are of the highest quality
- **Additive Changes:** We perform mostly additive enhancements. Additive enhancements do not change existing functionality, but rather add new functionality that does not impact current processes or business flow
- **Optional Functionality:** For enhancements that do change existing functionality, our team provides options built into the software. The options allow the Clients and/or individual users to continue using the legacy functionality or adopt the new functionality
- **Roll Back:** Brightly can and would roll back a release in the unlikely event the release had a negative impact on a significant portion of the customer base. This is unlikely because of the safeguards noted above

As a SaaS solution, your software will never be "out of date" and there will be little to no disruption of your service. New documentation is provided in release notes, which can be accessed directly from the application. In addition, we will provide training as is necessary for our larger releases.

Describe the reporting capabilities available to the customer. Provide sample copies.

All Brightly applications have an abundance of prebuilt reports that may be viewed in the solution, shared, and saved locally as Adobe Reader (.pdf), Word (.doc), and Microsoft Excel (.xls) files, among others. Reports contain custom queries to provide lists based upon filtering criteria and the ability to decide which fields are used in the results. Advanced Search functionality provides the ability to search on a variety of fields for your search criteria.

Please refer to the attached "Part D – Sample of Reporting Capabilities" for sample reports from Brightly's solutions, which represent the common layout that clients will see for reports across our product suite.

Indicate how long 'history' records are maintained for use by the customer.

Complete historical records for each client in Brightly's solutions will be available as long as the member organization is an active subscriber. This helps with audit and regulatory compliance and allows clients to run various types of reports and compare data across all ranges of dates.

Describe the system's security capabilities and the privacy protection available to customers. This should include examples of secure authentication methods used (i.e. Password Authentication protocol, Multi-Factor Authentication, Single Sign-on, etc.).

Brightly's Information Security policies and procedures reduce risks to information resources through implementation of controls designed to safeguard the security, availability and confidentiality of Customer data. Protecting all proprietary information relating to Brightly and our Customers is vital to the Brightly mission.

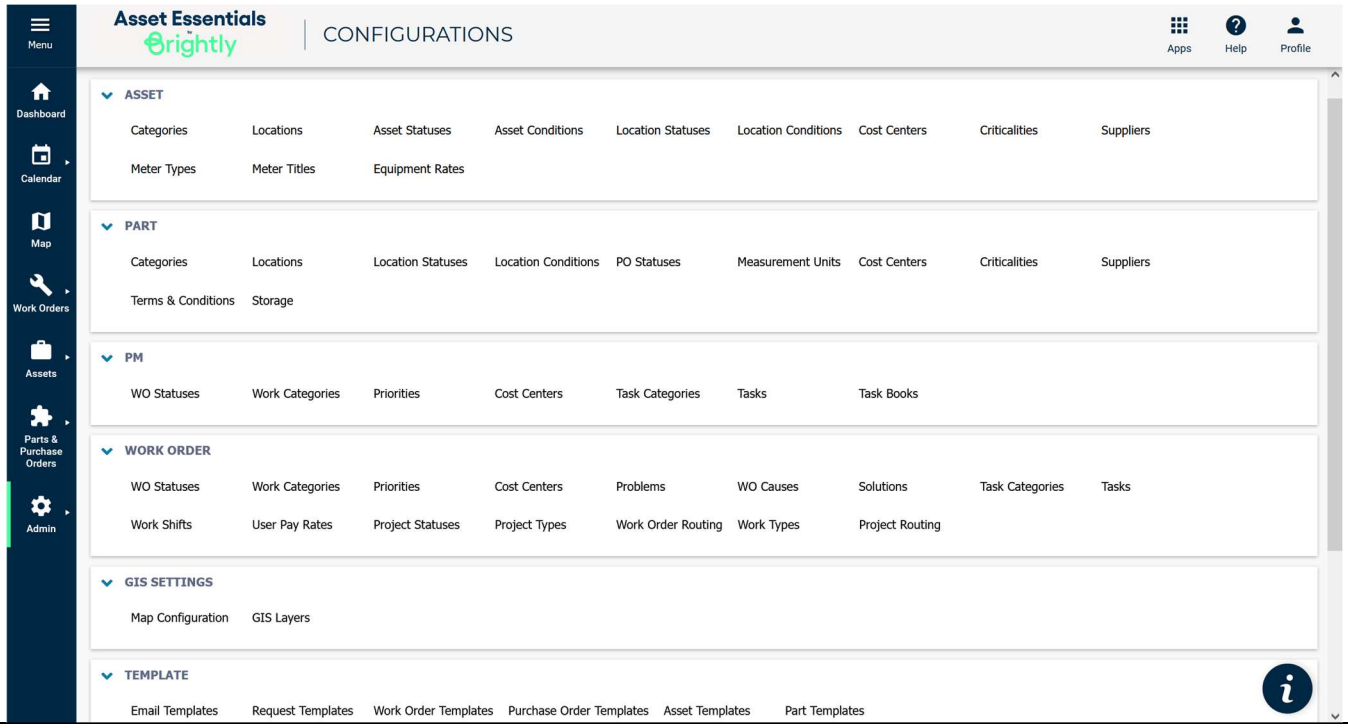
Brightly protects the privacy of customer data using a layered defense-in-depth approach to information security. Our production network architecture prevents unauthorized access, as do Brightly's administrative access controls. Brightly has adopted security policies and implemented company-wide information security training to protect the privacy of Customer data. By policy, Brightly employees are prohibited from disclosing information obtained from customers to any other person or entity except in the performance of services for the Customer and only when the release of the information is authorized by the customer.

All data transmissions over public networks are made using secure, encrypted connections. Brightly applications utilize password-protected logins and user entitlement access control lists. Brightly's production servers are housed in a secure data center with restricted physical access. Industry standards such as ISO 27002 and NIST are used as best practices guidelines for Brightly's information security program.

Brightly's solutions offer the ability to authenticate users via SSO, and in this setup, your identity provider's authentication methods will be followed.

Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.

Every Brightly application provides an administrator role. This role has full access to the system and provides the ability to assign roles and security access to individual users in alignment with the organization's needs. Administrators will also have full access to maintain and operate their accounts. To navigate our solutions, users are provided main navigational tabs and a series of shortcut links located beneath the tabs. The image below shows the navigation menu common to Brightly's solutions on the left of the screen as well as the Administrator's Configurations module within our Asset Essentials solution. Instructions for navigating Brightly's solutions can be accessed at Brightly Help Site.



Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to enable customers to move from legacy ticketing systems to the vendor's solution.
Brightly offers import services for core foundational account setup data during implementation (included in implementation service costs) and detailed historical information imports (not included in implementation costs). Scoping is required for each instance of historical data import. Prices and availability vary according to the product and amount of data. Please contact Brightly for specific charges and fees for import services.

Describe your company's warranty policy for your product.
Brightly's warranty is set forth in Brightly's Master Subscription Agreement. See Section 6.2 "Warranties".

Provide the estimated cost of major upgrades over the past three years.
Enhancements and updates to cloud services are included in the subscription costs for members. When new capabilities or modules are released as a new product offering, the new offerings will continue to be added to our catalog pricing.

Provide the estimated hours per year spent performing data administration and backups.
Brightly is responsible for all database administration and backups. Member organizations will not be required to spend any time on these activities.

Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.
Brightly's products provide robust asset and work tracking and reporting capabilities. Brightly's reports will provide data required for reporting to FEMA in the event of an emergency.

Indicate if cloud computing/Software as a Service (SaaS) is an option with the proposed system.
All Brightly applications are delivered as Software-as-a-Service (SaaS), meaning that cloud computing is automatically included as a means of delivery, computation, and storage. All you need to access the system is a standard web browser. Our solutions can also make use of standard browser plug-ins such as Adobe Acrobat Reader and Microsoft Excel.

Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.
Brightly's products provide robust asset and work tracking and reporting capabilities. Brightly's reports will provide data required for reporting to FEMA in the event of an emergency.

Training, Support, and Additional Services Available

Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.
Based on years of experience and thousands of implementation projects, we've learned best practices for streamlining the roll out and adoption of software to staff and end users. We've created a library of content, including help videos, PDF quick step guides, and FAQs, tailored to the roles your staff and end users will have. This content facilitates training and adoption of the new software by your team. Product training documentation is provided under the HELP link in all Brightly products. *End-User Implementation Training* The training focuses on the performance of day-to-day functions conducted using the application. Training for end-users will be divided into modules based on department and/or role. Brightly recommends this structure so that similar operational schemas are represented in each block of instruction. Experience shows this model offers a more collaborative learning experience and results in maximum value from the training investment. While we often recommend a Brightly Consultant to provide end-user training, it is not uncommon that clients prefer a "Train-the-Trainer" approach which allows us to perform comprehensive training to a core group of Users/Administrators. Brightly provides

access to online training materials for technical reference during training and to serve as always available tools for basic use, simple troubleshooting, and to aid with knowledge retention.

Learning Management System (LMS)

Brightly's LMS is an online learning platform that is pre-loaded with courses designed for your training needs and includes reporting tools to manage learners' progression. This allows users to go at their own pace through the implementation journey.

List any additional training services and costs available to customers.

Onsite Training

Brightly offers onsite training to its clients at additional costs. Clients are also billed at costs for related travel expenses. We'll send a highly trained Brightly consultant to your location and they'll help you with everything from configuration to training. Our Implementation Specialists and Consultants are some of the most experienced professionals in the industry.

List any available update and support contracts, including policy and frequency, for your program.

Update and Support contracts do not apply. Support and software updates and maintenance are included in clients' annual subscription.

Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.

A member's termination rights relating to the software or services shall be as set forth in Brightly's Master Subscription Agreement. See Section 5.0 "Term and Termination".

Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.

Brightly has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling, and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curates, and regularly maintains a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.

Include information on any additional services you will provide through this contract if awarded.

Facility Condition Assessment

Brightly's facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on a Standard Scope of Work. The FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements to be imported into your Brightly programs.

Equipment Inventory Data Gathering

To ensure that our clients can more effectively make repair vs. replacement decisions, attach work orders to specific assets and make data-driven decisions, we provide onsite services to collect major equipment items for population into our Work & Asset Management solutions. Through the service, Equipment Inventory Data Gathering is performed by conducting staff interviews and physical onsite data gathering.

PM Schedule Creation

Preventive Maintenance (PM) Schedule creation is a service offering typically provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment. PM Schedules will be created for the equipment inventory collected during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Equipment Inventory Barcoding

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

We are a direct sale organization in the United States

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
N/A		

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

We are a direct sale organization in the United States. Brightly leverages the expertise of several professional services providers depending on the needs of specific clients. We leverage the below evaluation criteria when considering a subcontractor:

- Markets Served – Must align to Brightly's primary markets (Education, Government, Healthcare or Manufacturing)
- Years in Business/Market – Must show a consistent track record in the market
- Geographical Areas Served – Must have regional or national footprint
- Number of Employees – Must have available resources to staff appropriately
- Revenue and Financial Stability – Must show a consistent track record of growth and profitability
- Subject Matter Expertise – Must provide industry knowledge and subject matter expertise
- Added Value Services Provided – Must provide a service that would be a value to Brightly client base
- References – Must have quality references

If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following:

- Brightly Minimum Insurance Requirements
- Brightly Payment Terms

To become a Brightly authorized Service Provider, Vendors must have an active master service agreement in place with the Brightly. Agreement is needs to be authorized by our Executive Leadership team.

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 state(s) wherein they are eligible to provide services on behalf of the business.

Brightly Software may work with a contracting services company to deliver implementation services to members. Current subcontractors approved to deliver professional services on behalf of Brightly include:

- WithersRavenel
- ALPHA Facilities
- Bureau Veritas
- GM BluePlan
- Synergy Engineering Solutions

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.

As a specialized SaaS and Services provider, our products are designed, built, managed, and maintained by our internal DevOps teams. This means the software we sell to our clients is delivered as a custom out-of-the-box solution that requires minimal development per individual client and we use limited subcontractors to complete our contracts. We do often utilize subcontractors for implementation (ie. Integrating our software to our client's particular workflows) or other services, however, these subcontractor firms must be trained and certified in our product specific programs to perform services related to our specialized platforms. Where possible, we employ MWDBE firms and are open to new partnerships with MWDBE firms.

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.

Brightly supports diversity, inclusion, and equity within and outside of the workplace through several different channels. Please see below for highlights of our outreach efforts.

Brightly maintains a Code of Conduct that includes a section on Discrimination, Retaliation and Harassment. See below:
The diversity of the Company's employees is a tremendous asset. We are firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, color, religion, sex, national origin, age, disability, or any other protected class under applicable laws. Employees must comply with all anti-discrimination, anti-retaliation, and anti-harassment laws whether local, state or federal.

Brightly's Culture prioritizes diversity, inclusion, and equity. Below is published on the Brightly website.
At Brightly, building a diverse and inclusive culture is our priority. As a global workforce, we understand that there is no one kind of employee. We are a multicultural, multigenerational company working together to help our clients, and the people they serve, to thrive.

Our commitment to inclusion across race, ethnicity, gender, ability, age, religion, military status, family status, economic position, and sexual orientation provides a basis for diverse perspectives at Brightly. These perspectives fuel our value of ingenuity, empowering us to offer the best asset management solutions to our clients.

And internally, we communicate our values and commitment to diversity and inclusion through our recruitment practices and pay-equity standards.

Our leadership is committed to serving as advocates of diversity and inclusion policies, acting as sponsors or mentors, partnering with employees to support culture initiatives and employee resources groups and ensuring a work environment free from discrimination, hate, and the fear of self-expression of genders, sexuality, national traditions of dress, religion, hair, or other personal or cultural traits.

Brightly supports Employee Resource Groups including:
B Hue-tiful: Focusing on development and inclusion for people of color to transcend all odds and do the best work of our lives.

B Unstoppable: A group for women to network and support one another in their career and personal development.

B Proud: Promoting a culture of awareness and action of LGBTQ+ inclusive practices through training resources, data transparency, open dialogue and engaging events.

B Honorable: A place for all employees who have served in the military to connect, socialize and share needs and experiences with one another.

Additionally, where possible, we partner with MWDBE firms and are open to new partnerships with MWDBE firms.

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.

Where possible, we partner with MWDBE firms and are open to new partnerships with MWDBE firms, but at this time we do not have a certified services provider for this particular contract.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Georgia Ferretti	Director of Strategic Partnerships	703-537-9394	Georgia.Ferretti @brightlysoftware.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Brightly uses a diverse "marketing mix" of campaigns and programs to market our products and services to this audience. This includes but is not limited to:

- Public Relations
- Social Media
- Paid and Organic search
- Direct Marketing
- Events and Tradeshows
- Print media
- Digital Advertising (emails, webinars and ads) on targeted third-party websites and through associations and publications like:
    - Horizontal Publications
        - FacilitiesNet

- EDU Publications
  - School Planning & Management
  - College Planning & Management
  - American School & University
  - ESchool News/eSchool Media
  - District Administration
  - University Business
- EDU Association Agreements
  - National Business Officers Association (NBOA)
  - APPA: Leadership in Educational Facilities
  - Texas Association of School Business Officials (TASBO)
  - Pennsylvania Association of School Business Officials (PASBO)
  - Ohio Association of School Business Officials (OASBO)
  - Wisconsin Association of School Business Officials (WASBO)
  - Washington Association of Maintenance and Operations Administrators (WAMOA)
- Other EDU Associations
  - Regional/State APPA (VA, FL, NC, CAN, PA, KY)
  - Regional/State ASBO (AK, FL, NH, AL, CT, CO, CA, MA, WI)
- GOV Publications
  - American City and County
  - Government Technology
- GOV Association Agreements
  - International City/County Management Association (ICMA)

- Tradeshows
  - Education:
    - CAPPA
    - VSPMA (Virginia)
    - WAMOA
    - NYSSFA
    - PASBO FMC
    - TASBO
    - ASBO International
    - SRAPPA
    - Midwest FMC
    - NSPMA
    - TASBO Spring
    - NE FMC
    - CASH
    - IASBO (Iowa)
    - PASBO Fall
    - NFMT
    - CASBO
    - APPA
    - MSBO
    - WASBO FMC
    - APPA National
    - TASBO Summer
    - MAPPA
    - PACAPPA
  - Government:
    - AZFA
    - ICC
    - MFAA
    - IAM
    - NPC
    - NASFA
    - GFOA
    - BOAF

- AWWA
- CML
- PWX
- APWA NC
- IFMA
- ICMA

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.

Upon award of contract, Brightly can work with each Member Agency to create a full marketing plan. Brightly has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curate and regularly maintain a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

We have a partner landing page, where we feature AEPA logo and link back to the AEPA website to make it easy for clients to review, we also have an internal sharepoint where we share the AEPA member agency state by state, contact list. We host a town hall for AEPA annually, where they may brief our sales teams on the contract and any new features/benefits. We have an AEPA specific marketing document that each agency can customize and put their own logo on, standard in nature to be used at events for handout.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Brightly's guiding principles lead our clients toward more sustainable approaches in their everyday operations. Our products help clients understand energy consumption, carbon impact and provide actionable insight to cut costs by eliminating waste and preserving energy. In general, our systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work.

Brightly offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.

Our company recognizes the importance of making a full and lasting commitment to reducing the greenhouse gas (GHG) emissions from our activities, in support of the wider commitment of the world to limit global temperature increases and the impact on the planet. We have internal processes to capture the data and input our emissions data monthly. We have appointed three carbon ambassadors who will

promote our actions within the business and support behavior change within our teams to address any areas that can be improved. We have chosen a solution that will enable us to measure all Scope 3 emissions and intend to measure an increased number of internal factors throughout 2023 and beyond, initially including employee commuting, waste, paper usage and deliveries.

During the pandemic, we demonstrated that we can conduct business from home for our clients as well as run a global business. Moving forward we will be providing the option for virtual meetings and training and offer the savings in expenses and CO2e. For business travel, we stipulate public transport first, carpooling where possible, and car use only when the location or timing does not allow. For all meetings we are 'virtual by default.' When this is not possible, we combine events to allow for longer, less frequent travel.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

N/A. As Software-as-a-Service solutions, Brightly's products are not eligible for third-party environmental certifications. See Brightly's "green" objectives below for our contributions to environment responsibility.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Brightly has ESG (Environmental, Social, and Governance) metrics which are continuously measured and, depending on the metric, these are reported monthly, quarterly, and annually. Our products help clients understand energy consumption, carbon impact and provide actionable insight to cut costs by eliminating waste and preserving energy.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

N/A. As Software-as-a-Service solutions, Brightly's products are not fit to be certified or described as environmentally preferable.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Industry Expertise

Brightly has provided maintenance solutions to the education industry since 1999 (over 23 years).

- We have over 12,000+ clients across our portfolio, over 7,000 of which are educational institutions
- Over 60% of US school districts depend on us to support them with easy-to-use, mobile, and cloud-based operations and asset management software.
- Processed 400M work orders, 30M per year, 50M assets tracked with over $321B of asset value supported.

Reliable and Scalable Product Infrastructure

Brightly hosts our applications in highly secure and available (99.99% uptime) AWS data center infrastructure, featuring state-of-the-art tools to allow proactive monitoring, security, performance, and scalability for our client base.

- **Proactive 24x7 Network Monitoring** – Our engineers proactively monitor the cloud network 24x7 to ensure consistent product performance by regions across the U.S. and respond immediately to performance issues.
- **No limit on number of concurrent users** – 2500 concurrent users or more are supported.
- **Immediate Software Updates** – Automated release process greatly reduces lengthy down times and missed procedural deployments that are common with traditional on-premises hosted applications. Release notes provided in advance of release.

- **Agile Software Development, PMI Project Management Best Practices, and Quality Assurance** – By using agile development practices, coupled with automated release capabilities, we can rapidly deploy product enhancements to cloud-based customers.
- **SaaS Flexibility** – Subscription to our solutions includes system administration, maintenance, and product upgrades at no additional cost. This frees up IT resources at AEPA member organizations to better focus on core IT functions.

Industry Leading Support

Brightly's Product and Technical Support is Legendary. We were awarded a 2022 Bronze Stevie Award for excellence in front-line customer service.

- Support calls are answered within 3 rings, and you always speak to a live person during business hours, our goal is to respond to support emails within an hour
- 24x7x365 access to our free online help site and knowledge base containing detailed product guides, tutorials, recorded training videos, and FAQs.
- 30+ front-line support representatives handle an average of 100,000 cases per yea

Brightly offers additional services to provide incredible value to our clients. Below are additional services that we provide to ensure our clients' success.

Illuminate Annual User Conference (Not included in price book)

Illuminate is the nation's largest career development and professional training conference exclusively for school, college, university and government operations professionals. The curriculum is designed to provide professional development for professionals in all areas of operations, including maintenance, business, facilities, technology and transportation. Some quick highlights:

- Sessions – Design your own conference schedule to fit your professional development needs! All sessions are created to address the areas of interest that most affect you in your specific job role.
- Presentations, panels and round tables delivered by industry experts
- Learning Lab – A hands-on product training area staffed by Brightly Software's Client Services Team. The Learning Lab will be open throughout the entire conference for you to become more acquainted with products you currently own, or to try out new ones.
- Networking – A chance to network with others in your industry or using the same products.

Facility Condition Assessment

Brightly's facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on a Standard Scope of Work. The FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements to be imported into your Brightly programs.

Equipment Inventory Data Gathering

To ensure that our clients can more effectively make repair vs. replacement decisions, attach work orders to specific assets and make data-driven decisions, we provide onsite services to collect major equipment items for population into our Work & Asset Management solutions. Through the service, Equipment Inventory Data Gathering is performed by conducting staff interviews and physical onsite data gathering.

PM Schedule Creation

Preventive Maintenance (PM) Schedule creation is a service offering typically provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment. PM Schedules will be created for the equipment inventory collected during either the Data Gathering or FCA service.

The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Equipment Inventory Barcoding

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

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.).

Provide detail on where your company has integrated with a pubic 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.

Brightly has a long history of successfully working with organizations to integrate their third-party systems with their Brightly solutions - we provide multiple out-of-the-box options for import and integration. Brightly's data interchange/integration tools include imports/exports initiated from within our solutions, a "Connector Tool" for Asset Essentials, and product Rest APIs.

Disclosures

Legal: Does this business have actions currently filed against it? X **No** _____ **Yes** _____

Brightly Software, Inc. has no actions of relevance.

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.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Prince William County Schools	Edwin Zelek	Facilities Management Specialist	703-791-7228	zeleke@pwcs.edu
2. Albuquerque Public Schools	John Dufay	Executive Director of Operations	505-259-0168	dufay@aps.edu
3. Fairfax County Public Schools	Ted Davis	Director, EISA	703-329-7444	ted.davis@fcps.edu
4. Prince George's County Public Schools	Sam Stefanelli	Director of Building Services	310-952-6500	sam.stefanelli@pgcps.org
5. Baltimore City Public Schools	Monique Roumo	Assistant Director of Maintenance	443-984-2000	mroumo@bcps.k12.md.us

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	No	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Undecided	X	X	X
Washington	Yes	X	X	X
West Virginia	Undecided	X	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? X **No** _____ **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** X **Yes**

Does this business have a toll-free customers support phone option?		**No**	X	**Yes**
Does this business offer local customer and support service options?	X	**No**		**Yes**

Brightly hosts its solutions in the cloud giving users the ability to access from anywhere, anytime with any device that can connect to the internet. This delivery method allows us to deliver implementation, training, and support services remotely to clients.

State your normal delivery time (in days) and any options for expediting delivery.
Accounts are usually provisioned within 24-48 hours of the purchase date and time. Orientation calls and training can begin at any time after the proposal is signed. There can be variance in the provisioning time with some of our software products, as we may seek some information from members prior to account creation. The average time to complete account configuration and implementation is around 90 days. However, implementation timelines will be based on the scope of work for each member that purchases solutions from Brightly.

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?
Not applicable. Brightly Software is providing SaaS software and applicable services.

Describe your company's payment terms as well as any quick pay discounts.
Net 30

State your company's return policy and any applicable restocking fees.
Brightly provides SaaS software and applicable services. Restocking fees do not apply. A member's termination rights relating to the software or services shall be as set forth in Brightly's Master Subscription Agreement. See Section 5.0 "Term and Termination".

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
N/A

Pricing

Is your pricing methodology guaranteed for the term of the contract? *X **No** **Yes**

*Brightly periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new products and/or service offerings. Order documents generated after a new price book is filed will use the new price book. Any outstanding order documents using the previous price book will be honored for a reasonable period of time after the new filing. Brightly maintains the right to increase subscription fees and other applicable fees and charges in connection with each subscription renewal term, but such subscription renewal fees shall not exceed the pricing on file with AEPA at the time of the member's subscription renewal.

Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	X	**No**		**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	**No**		**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?	X	**No**		**Yes**

Competitiveness: 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.

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? _____ **No** X _____ **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X _____ **Yes**

If YES, identify which cooperative and the respective expiration date(s).

- Sourcewell – Expires Nov. 2, 2024, with option to extend through Nov. 2, 2025.
- OMNIA – Expires March 31, 2025. with option to renew for two (2) additional one-year periods through March 31, 2027.
- Mohave (MES) – Expires March 3, 2024, with annual options to renew through March 3, 2028.

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)?
We remain agnostic to which contract a client chooses to use; we present all available and let the customer make the decision, based on what is best for their individual needs and procurement requirements.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
N/A

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
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 working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract,	X	

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 marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
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.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

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 to local, state or federal laws cannot be accepted under this solicitation.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A – Terms and Conditions Page 13		**Contract Documents**	Brightly must rely on its commercial subscription agreements (encompassing terms and conditions specific to SaaS transactions) as the basis for beginning good faith contract negotiations with purchasers as these contain language specific to the software industry, such as a grant of subscription access and intellectual property rights. Brightly is amenable to negotiating contract requests with public entities by incorporating mutually agreed upon clauses into contract documents. Brightly's current commercial agreements are attached to this response.
Part A – Terms and Conditions Page 14		**Delivery Terms, Conditions, and Requirements** **3. Ownership of products and services**	Brightly provides subscription-based access to its commercial cloud services. All intellectual property rights regarding products and services are set forth in an applicable Order and the Brightly Master Subscription Agreement and Professional Services Addendum. Ownership of products and services remains with Brightly. Brightly retains all ownership right, title, and interest in and to its products and services provided under this contract, including without limitation all corrections, enhancement, improvements to, or derivative works thereof, and in all intellectual property rights.
Part A – Terms and Conditions Page 17		**Form of Contract**	The form of contract between Brightly and any entity using Brightly's offerings shall also

			include the Brightly Order document which references the Master Subscription Agreement ("MSA") and, where applicable, Professional Services Addendum ("PSA"). Copies of the current MSA and PSA are included in Brightly's response. The Brightly Order must be signed by the purchaser before offerings are made available. Brightly cannot agree to be bound by unknown purchase order terms as such terms are typically drafted for the purchase of goods not subscription software services. Brightly requests the Form of Contract clause be modified as follows to incorporate the applicable Brightly forms and terms: *The form of contract for this solicitation shall be the Invitation for Bid, the awarded Bidder response and/or contracts in accordance with this Invitation for Bid, and the awarded Bidder's order document which shall include Bidder's Master Subscription Agreement and, where applicable, Professional Services Addendum. Any terms or conditions appearing on the face or reverse side of any purchase order, acknowledgement, or confirmation that are different from or in addition to those required hereunder shall not be binding on the parties, even if signed and returned, unless both parties agree in a separate writing to be bound by different or additional terms or conditions. If a firm submitting a bid requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with the bid.*
Part A – Terms and Conditions Page 18-19		**Indemnification**	Brightly cannot accept the clause as written. Brightly agrees to provide the following indemnification which is in line with SaaS industry standards:

			Vendor Partner will indemnify and defend AEPA, its Members, Participating Entities, its employees from third party claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any reasonable 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, to the extent arising from the gross negligence or willful misconduct 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 the AEPA Member Agency's state laws.
Part A – Terms and Conditions Page 19		**Legal Remedies**	Brightly requests the following modification: *All claims and controversies shall be subject to the federal, state, local rules, regulations, or codes of the state in which the AEPA member Agency or Participating Entity resides.*
Part A – Terms and Conditions Page 21		**Ordering Procedures** 1. Standard Ordering Process	Brightly requires the Buyer sign the Brightly Order document for all transactions.
Part A – Terms and Conditions		**Patent and Copyright Indemnification**	As a SaaS provider, Brightly includes a standard

Page 22			indemnification clause in its commercial SaaS agreements which is drafted in accordance with SaaS industry standards. Brightly requests the IFB Patent and Copyright Indemnification be modified to align with Brightly's standard clause as follows: Vendor Partner shall defend and indemnify Member Agency and its Participating Entities (each a "Claimant") from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Claimant, in connection with any third party claim (each, a "Claim") alleging that Claimant's use of the Cloud Service (as defined in the Vendor Partner agreements) as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such third party, or misappropriates the trade secret of such third party; provided that Claimant: (x) promptly gives Vendor Partner written notice of the Claim; (y) gives Vendor Partner sole control of the defense and settlement of the Claim; and (z) provides to Vendor Partner all reasonable assistance, at Vendor Partner's expense. If Vendor Partner receives information about an infringement or misappropriation claim related to the Cloud Service, Vendor Partner may in its sole discretion and at no cost to Claimant: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Claimant's continued use of the Cloud Service, or (iii) terminate any agreement (including Claimant's Cloud Service subscriptions) upon prior written notice and refund to Claimant any prepaid Subscription Fee (as defined in the Vendor Partner agreements) covering the remainder of the term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Vendor Partner shall

			have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Vendor Partner, (B) any modifications or configurations made to the Cloud Service by Claimant without the prior written consent of Vendor Partner, and/or (C) any action taken by Claimant relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This section states Claimant's exclusive remedy against Vendor Partner for any Claim of infringement or misappropriation of a third party's intellectual property rights related to or arising from Claimant's use of the Cloud Service.
Part A – Terms and Conditions Page 30		**Survival**	Brightly requests this language be revised as follows to include software subscriptions: All applicable software license agreements or software subscription orders, 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.
Part A – Terms and Conditions Page 30-31		**Termination for Convenience**	Brightly provides its cloud services subscriptions for the Subscription Term as set forth in the Order document and cannot agree to termination for convenience of its cloud services subscriptions. Pursuant to Brightly's Master Subscription Agreement, all Subscription Fee payment obligations are non-refundable and non-cancelable, and quantities purchased cannot be decreased during the Relevant Subscription Term. In the event the contract is terminated for convenience, any existing Subscription Term shall continue until the expiration set forth in the Order and no refund shall be issued.
Part A – Terms and Conditions Page 32		**Warranty**	Brightly provides a warranty in the Master Subscription Agreement relating to cloud services; Brightly cannot agree to warranties which

			are not applicable to its cloud services. Brightly requests the Warranty language be deleted and the Master Subscription Agreement language be used instead: (a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement. (b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services. (c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support

			requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee. (d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

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 deviations. *(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. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	**No**, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation

Brightly
A Siemens Company

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software ("Company"). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. Subscriber agrees to the terms of this Agreement by clicking the button or using any Offering and therefore indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) *Company Cloud Service*. Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for the Subscription Term.

(b) *Subscriber-Hosted Software*. Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

(i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).

(ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

(iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber–Hosted Service will be used.

1.2 Ordering.

(a) *Ordering.* The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during their Subscription Term, including all Content contained in or made available through the Cloud Service(s).Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement's terms.

(b) *Account Setup.* To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) *Subscriber Responsibilities*. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber's obligations under this Agreement whether they are accessing Cloud Services on Subscriber's behalf, at Subscriber's invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account's access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber's behalf. Further, Subscriber shall: (i)be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) take responsibility for the security of Subscribers' systems, including the software on Subscriber's systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services. .

(d) *Usage Restrictions.* Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein;(x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use"

and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(e) ***Additional Guidelines.*** Company reserves the right to establish or modify its Cloud Service offerings, general practices and limits concerning use of the Cloud Service, and if applicable provide alternative Cloud Service offerings and practices, with approximately thirty (30) days' prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) ***Links to Third Party Websites.*** To the extent that the Cloud Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by Company. Company shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(g) ***Previews, No-Charge Offerings***. From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as Previews. Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an "as-is" basis and "as available" basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, "Derivative Works"), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Content to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the "De-Identified Data") in order to improve the Cloud Service and Company's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber or natural persons. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to Company by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Cloud Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company's Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; I any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers' Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber's processor of personal data provided by Subscriber, the data is subject to Company's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber's export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber's "Business Associate" under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection

Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent permitted by law, Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 Subscription Term. This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 Termination. Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 Effect of Termination. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Order items automatically terminate. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 **Survival.** The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 **Representations.** Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 **Warranties.**

(a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 **Intellectual Property Indemnification.**

(a) *Indemnity by Company.* Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 **Limitation of Liability**.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4**.

Section 7.0 Confidentiality

7.1 **Definition of Confidential Information.** "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research,

personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 **Protection of Confidential Information.** The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 **Compelled Disclosure.** If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 **Records Requests.** To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 **Remedies.** Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 **General.** Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 **Checks**. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

8.3 **Non-Acceptable Use of Offerings and Cloud Services**. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 **Information**. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 **Export Control Indemnification**. Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 **Reservation.** Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 **Compliance with Laws.** Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 **Publicity**. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 **Relationship of the Parties.** Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 **Waiver**. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 **Assignment**. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties.

However, Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 **Force Majeure.** Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 **Entity, Governing Law, Notices and Venue.** All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the **United States and all other domiciles not otherwise mentioned,** the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe,** the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania,** the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 **Company Affiliates and Subcontractors**. Company or its Affiliates may exercise Company's s rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 **Interpretation of Agreement.** The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 **No Third Party Beneficiaries**. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 **Severability.** The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 **Entire Agreement.** This Agreement, including any applicable Order, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by means of manual signatures or electronic signatures or via an online mechanism. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 **Cooperative Use**. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 **Modifications**. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

9.16 **USA Government Subscribers.** The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial computer software" and "Computer software documentation" as defined in the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 "Access Credentials" means any user's name, identification number, password, license or security key, security token, PIN or other security code,

method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.

10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).

10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.

10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.

10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.

10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.

10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.

10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, Brightly Software Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.

10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).

10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.

10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.

10.16 "Subscriber-Hosted Software" means Company's suite of cloud software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.

10.18 "Third Party" means a party other than Subscriber or Company.

10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order Form that includes a Statement of Work ("**SOW**") for the provision of Professional Services to be provided by Company for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

1. PROFESSIONAL SERVICES.

1.1 Scope. Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Forms. Unless otherwise specified in an applicable SOW or Order Form: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials. Company is only obliged to supply Professional Services as expressly stated in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.

1.2 Scheduling. Company requires at least 6 weeks advanced notice from the acceptance of an Order Form or reseller purchase to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order Form or reseller purchase includes the additional fees and incidental expenses associated with multiple visits.

1.3 Unused Professional Services. Unless otherwise specified in the applicable SOW, any unused order for Professional Services will expire 6 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

1.4 Relationship to Other Services. The Addendum is limited to Professional Services and does not convey any right to use any other Company Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables,, or on any oral or written public comments by Company regarding future Service functionality or features.

1.5 Subscriber Cooperation. Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

1.6 Acceptance. Any Deliverables are stated in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon Subscriber's written notice thereof (e-mail is sufficient) or two (2) business days from delivery whichever is sooner, provided Subscriber's rejection is limited to failure to materially conform to the SOW's specifications. An effective notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Company may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.

1.7 Change Order. Changes to Professional Service defined in an Order Form, SOW or reseller purchase, shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

2. FEES & PAYMENT TERMS.

2.1 Payment. Subscriber will pay Company the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice. Where multiple onsite visits are scheduled, the Professional Services, fees and incidental expenses shall be invoiced upon the completion of each visit.

2.2 Incidental Expenses. Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 5% inflation such estimate without the written consent of Subscriber.

3. TERM AND TERMINATION.

3.1 Term. Each SOW term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.

3.2 Termination. Either party may terminate a SOW or this Addendum for the other's material breach of such SOW or this Addendum, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.

3.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of a SOW for any reason, including without limitation for cause, will not terminate any other SOW.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information as set forth in the Agreement.

4.2 Subscriber Data. Subscriber does not grant to Company any rights in or to Subscriber's intellectual property except such licenses as are required for Company to perform its obligations under the Agreement.

4.3 License for Deliverables. Upon payment of fees due under an applicable SOW or Order Form, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Company's Services any Deliverables created by Company solely for Subscriber under this Agreement. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

5. WARRANTY.

Company represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

6. DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Company AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Company DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, Company DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT Company WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

7. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement and this Addendum, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Subscription Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

8. IP INDEMNITY.

8.1 Indemnification by Company. In addition to the indemnification obligations set forth in Section 6 of the Agreement and subject to this Addendum, Company will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("**Claim**") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Company in a monetary settlement of such Claim. Company's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Company products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Company may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C)suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

8.2 Indemnification by Subscriber. To the extent permitted by law and subject to this Addendum, Subscriber will (i) defend, or at its option settle, any Claim made or brought against Company by a third party alleging that (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-Company products or services; or (III) Subscriber's use of the Deliverables , other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.

THIS SECTION 8 STATES COMPANY'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY. IN ADDITION TO THE OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4 OF THE AGREEMENT.

10. MISCELLANEOUS

10.1 Order of Precedence. In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.

10.2 Independent Contractor. The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.

10.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement**.**

10.4 Force Majeure. Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.

10.5 Non-Solicitation. Except where prohibited by law, during the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.

10.6 Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Addendum, except as otherwise specified herein.

10.7 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

11. DEFINITIONS.

11.1 **"**Change Order" means a Company change order that changes the Professional Services as set forth on a SOW, Order Form or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable SOW, Order Form or reseller purchase. A Change Order cannot change Services, as defined in the Agreement to include SaaS applications.

11.2 "Deliverable" means a deliverable under an SOW or Order Form.

11.3 "SOW" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and Company or which is incorporated into an Order Form that is entered into between Subscriber and Company. A Company Affiliate that executed an SOW with Subscriber will be deemed to be Company as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07962-1966

CN101547597-BRIGH-GAWUX- BRIGH

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRIGHTLY SOFTWARE, INC.
11000 REGENCY PARKWAY
STE 300
CARY, NC 27518

COVERAGES **CERTIFICATE NUMBER:** NYC-011480073-09 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GLD1110114	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 100,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCL
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			TC2J-CAP-7440L34A-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ N/A
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ N/A
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**		X	UB-8P83929A-22-51-K (AOS)	10/01/2022	10/01/2023	X PER STATUTE / OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below — Y / N: N	N / A		UB-8P79233A-22-51-R (AZ, MA, WI)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

BRIGHTLY SOFTWARE, INC.
11000 REGENCY PARKWAY
STE 300
CARY, NC 27518

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc

Justin Bernardo

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Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

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

Respondent Certification (By Item)	Respondent Certification: **YES**, I agree or **NO,** I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	DS KC
2. Termination for Cause of Convenience	Yes	DS KC
3. Equal Employment Opportunity	Yes	DS KC
4. Davis-Bacon Act	Yes	DS KC
5. Contract Work Hours and Safety Standards Act	Yes	DS KC
6. Right to Inventions Made Under a Contract or Agreement	Yes	DS KC
7. Clean Air Act and Federal Water Pollution Control Act	Yes	DS KC
8. Debarment and Suspension	Yes	DS KC
9. Byrd Anti-Lobbying Amendment	Yes	DS KC
10. Procurement of Recovered Materials	Yes	DS KC
11. Profit as a Separate Element of Price	Yes	DS KC
12. General Compliance with Participating Agencies	Yes	DS KC
13. Governing Law; Forum Selection.	Yes	DS KC

Brightly Software, Inc.

Name of Business

DocuSigned by:
Kelly Caputo
C3C10791979E48A...

Signature of Authorized Representative

Kelly Caputo

Printed Name

07 September 2023

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.

Georgia Ferretti	Brian Benfer	11000 Regency Parkway, Suite 300
Authorized Representative (Please print or type)		Mailing Address
Dir. of Strategic Partnerships	SVP of Sales	Cary, NC 27518
Title (Please print or type)		City, State, Zip
DocuSigned by: Georgia Ferretti C3F01F14F38B442...	DocuSigned by: Brian Benfer 515587D5E38B490...	9/11/2023
Signature of Authorized Representative		Date

DocuSign Envelope ID: 89ACDFED-1B0E-4CE0-B367-4574638EECD6

Acceptance of Solicitation & Contract

Association of Educational PURCHASING AGENCIES

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

PART I: RESPONDENT

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

Business Name	Brightly Software, Inc.	**Date**	9/11/2023
Address	11000 Regency Parkway, Suite 300	**City, State Zip**	Cary, NC 27518
Contact Person	Georgia Ferretti	**Title**	Director of Strategic Partnerships
Authorized Signature 1	DocuSigned by: Georgia Ferretti D8C03F3B1F3B442...	**Title**	Director of Strategic Partnerships
Authorized Signature 2	Brian Benfer 515587D5E3BB490...	**Title**	SVP of Sales
Email 1	georgia.ferretti@brightlysoftware.com	**Phone**	703.537.9394
Email 2	brian.benfer@brightlysoftware.com	**Phone**	866.455.3833

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, 2025, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2024	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
X*	**Bid Bond – if Required, see Part B if applicable.** *Per Part A and Part B, no Bid Bond is required for this solicitation.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
X	**Part C – State-Specific Forms – *Name of Responding Company***	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
X	**Part D - Questionnaire – *Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
X	**Part E – Signature Forms – *Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
X	**Part F – Pricing Schedule – *Name of Responding Company***	Excel Workbook	**Required.**
X	**Price List and/or Catalog – *Name of Responding Company***	Upload PDF	**Required.**
X	**Exhibit A – Marketing Plan – *Name of Responding Company***	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created
X	**Part B, 8.1-8.8 Technical Requirements and Documentation**	Single, Scanned PDF	**Optional.** Vendors strongly encouraged to provide complete and accurate information.
X	**Part D – Sample copies of reporting capabilities available to the customer.**	Scanned PDF	**Required.**
X	**Part D – Samples of any training services available to customers.**	Scanned PDF	**Required.**

Part C - State-Specific Forms

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID			
1.	***Affirmative Action Construction Contracts Acknowledgement **and** Total Work Force/Employee AA201 (for Public Works contracts)	16.	***NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit **Notarized and Sealed**
3.	Americans with Disabilities Act of 1990	18.	***Pre-Qualification Affidavit (Projects over $20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	***Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # **(Upon award)**	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment **Notarized & Sealed**
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	***Sub-contractor's Disclosure Form(s)
10.	***DPMC Notice of Classification Form	25.	***Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	***Equipment Certification	26.	***Total Amount of Uncompleted Contracts Form- Certified (DPMC Form 701) (for Public Works contracts)
12.	***Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	***Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate **(Received no later than the time of award)		
15.	***New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature: DocuSigned by: Zach Temple 12845B2FF38C457...

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.

***Brightly Software, Inc. is providing a software-as-a-service, and as such, some forms do not apply to our proposal.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☒ Yes ☐ No

   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☒ Yes ☐ No

   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "***NO***" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Brightly Software, Inc.

Address 11000 Regency Parkway, Ste 300
City, State, Zip Cary, NC 27518

Name of Authorized Agent Kelly Caputo Title General Counsel
SIGNATURE DocuSigned by: Kelly Caputo C3C10791979F48A... Date 06 September 2023

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U.S. DEPARTMENT OF LABOR

CONTRACTORPORTAL.DOL.GOV

MENU

Dashboard

Manage Establishments or Functional/Business Units

My Company

Users

Brightly Software, Inc.

Company Name	**Brightly Software, Inc**

Parent Name (As reported on the EEO-1 Report)	Brightly Software, Inc
Company ID	541511
Data Universal Numbering System (DUNS)	10971658
North American Industry	541511

Classification System (NAICS)	
EIN Number	562174429
Corporate URL	https://www.brightlysoftware.com
Facility Status	Open
Establishment Count	2
Registration Date	1/28/2022
First Name	Andrea
Last Name	Herzich
Email	andrea.herzich@brightlysoftware.com

Establishment or Functional/Business Unit Number	541511
North American Industry Classification System (NAICS)	541511
EIN Number	562174429
Employee Headcount	509
Facility Status	Open
Physical Address	11000 REGENCY PARKWAY SUITE 300 CARY, NC 27518 United States

Mailing Address	11000 REGENCY PARKWAY SUITE 300 CARY, NC 27518 United States
Region	Southeast
Certification Status	Certified
Coverage Period Start	Sun, 1/01/2023 - 12:00pm
Coverage Period End	Mon, 1/01/2024 - 12:00pm
Certification Statement	1. Entity has developed and maintained affirmative action programs at each establishment, as applicable, and/or for each functional or business unit. See 41 CFR Chapter 60.

Point of Contact

First Name	Andrea
Last Name	Herzich
Email	andrea.herzich@brightlysoftware.com

Scroll to Top

Office of Federal Contract Compliance Programs

200 Constitution Ave NW
Washington, DC 20210

1-866-4-USA-DOL
1-866-487-2365
TTY
www.dol.gov

FEDERAL GOVERNMENT

White House

Coronavirus Resources

Disaster Recovery Assistance

DisasterAssistance.gov

USA.gov

No Fear Act Data

U.S. Office of Special Counsel

Contact

LABOR DEPARTMENT

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Certification 42703

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2021 to 15-NOV-2024

BRIGHTLY SOFTWARE
11000 REGENCY PKWY., SUITE 400
CARY NC 27518

ELIZABETH MAHER MUOIO
State Treasurer

DocuSign Envelope ID: 54A2650E-6313-41C0-ACD3-49D397CC0545

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company Brightly Software, Inc. Name Kelly Caputo

Signature DocuSigned by: Kelly Caputo C3C10791979F48A... Title General Counsel

Date: 06 September 2023

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company Brightly Software, Inc.

Name of Authorized Representative Brian Benfer, SVP of Sales; Georgia Ferretti, Dir. of Strategic Partnerships

Signature DocuSigned by: 515587D5E38B490... Date 12 September 2023

Signature DocuSigned by: Georgia Ferretti C3F01F14F38B442... Date 12 September 2023

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Brightly Software, Inc. (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor
None			

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Brightly Software, Inc. (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Kelly Caputo

Signature DocuSign Envelope ID: C3C10791979F48A... Kelly Caputo Title General Counsel

Business Entity Brightly Software, Inc.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[1]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	Brightly Software, Inc.

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

AEPA *AEPA=Association of Educational Purchasing Agencies

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

AEPA AEPA

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

AEPA AEPA

Full Name (Print)	Kelly Caputo	**Title**	General Counsel
Signature	DocuSigned by: Kelly Caputo C3C10791979F48A...	**Date**	06 September 2023

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

ss:

COUNTY OF WAKE

I, Kelly Caputo of the Town of Cary
in the County of Wake and the State of North Carolina
of full age, being duly sworn according to law on my oath depose and say that:

I am General Counsel of the Brightly Software, Inc.
Title Name of Company

I am the respondent making the Proposal for this contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Educational Services Commission of New Jersey relies upon the truth of all statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

Brightly Software, Inc.
(Print Name of Contractor/Vendor)

Subscribed and sworn to: X
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this 6 day of September, 2023
Month Year

Laurie K. Jackson
NOTARY PUBLIC SIGNATURE

Laurie K. Jackson
Print Name of Notary Public

My commission expires April 5, 2027
Month Day Year

SEAL

LAURIE K. JACKSON
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires Apr. 5, 2027

STAMP

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed $2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No X_____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Brightly Software, Inc. is in compliance with the New Jersey Prevailing Wage Act. Therefore, there is no necessity to submit payroll records to the state.

Name of Company: Brightly Software, Inc.

Authorized Agent: Kelly Caputo

Titleof Authorized Agent: General Counsel

Authorized Signature: DocuSigned by: Kelly Caputo C3C10791979F48A...

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Brightly Software, Inc.
Organization Address: 11000 Regency Parkway, Ste 300
City, State, ZIP: Cary, NC 27518

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Siemens Corp (100%)	300 New Jersey Avenue, Ste 1000 Washington, DC 20001

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Siemens Corp (100%)	300 New Jersey Avenue, Ste 1000 Washington, DC 20001

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kelly Caputo DocuSigned by:	Title:	General Counsel
Signature:	Kelly Caputo C3C10791979F48A...	Date:	06 September 2023

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Statement of Suspension or Debarment - RETURN WITH BID

[redacted] State of North Carolina
Specify, of other

COUNTY OF Wake

I, Kelly Caputo of the (City, Town, Borough)

of Cary State of NC of full age,

being duly sworn according to law on my oath depose and say that:

I am Kelly Caputo, General Counsel of the firm

of Brightly Software, Inc. the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: Brightly Software, Inc.
(Company Name)

By: Kelly Caputo X
(Signature of authorized representative)

Subscribed and sworn to before me

This 6th day of September, 20 23

Laurie K. Jackson
(Seal) Notary Public of [redacted]/North Carolina
Specify Other State

My Commission expires Apr 5 2027

LAURIE K. JACKSON
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires Apr 5, 2027

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:** IFB for CMMS **Bid #** AEPA SOLICITATION #024
Vendor	Brightly Software, Inc.
Representative	Georgia Ferretti
Address	11000 Regency Parkway, Suite 300
Telephone #	703.537.9394
Fax #	N/A
Email	919.674.8800
Website	https://www.brightlysoftware.com/

DocuSign Envelope ID: 5B72D87B-C1E7-4F59-A64F-36FD713C8738

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brightly Software, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11000 Regency Parkway. Suite 300.

Requester's name and address (optional)

6 City, state, and ZIP code
Cary, NC 27518

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 6 – 2 1 7 4 4 2 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** DocuSigned by: Dominik Suerder 51F61F7C2EC64F7... **Date ▶** 11/1/2022 | 8:19:48 PM EDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07962-1966

CN101547597-BRIGH-GAWUX- BRIGH

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C : The Travelers Indemnity Company	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRIGHTLY SOFTWARE, INC.
11000 REGENCY PARKWAY
STE 300
CARY, NC 27518

COVERAGES **CERTIFICATE NUMBER:** NYC-011480073-09 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GLD1110114	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 100,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCL
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			TC2J-CAP-7440L34A-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ N/A
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ N/A
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**		X	UB-8P83929A-22-51-K (AOS)	10/01/2022	10/01/2023	X PER STATUTE / OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below — Y / N: N	N / A		UB-8P79233A-22-51-R (AZ, MA, WI)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

BRIGHTLY SOFTWARE, INC.
11000 REGENCY PARKWAY
STE 300
CARY, NC 27518

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc

Justin Bernardo

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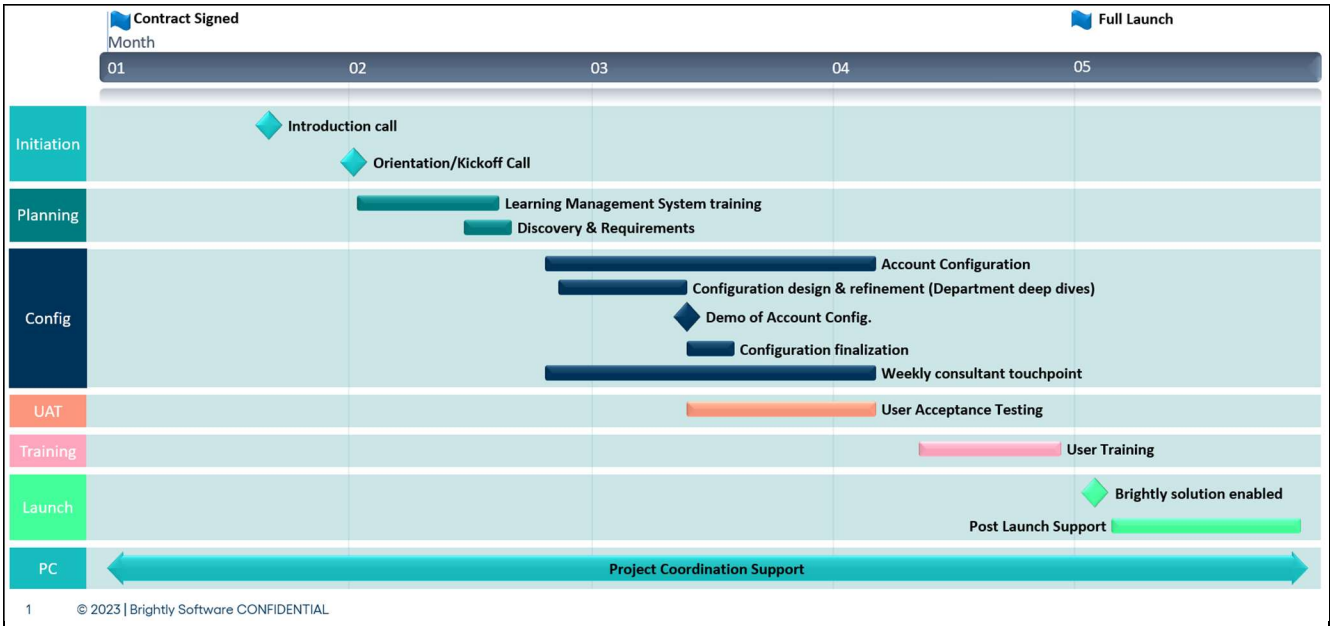
Technical Requirements and Documentation

The information requested below will be used by AEPA to substantiate compliance with the requirements of this solicitation. Vendors are strongly encouraged to provide complete and accurate information. Include your responses and upload with as a single, scanned PDF labeled Part B, 8.1-8.8 Technical Requirements and Documentation (see bid checklist in Part E, page 8).

Item	Description
8.1	Indicate if the proposed Facility Management Software utilizes an Application Service Provider (ASP) and/or local server-based platform for hosting, administering, and using your product.
Brightly applications are delivered as Software-as-a-Service (SaaS) and are hosted in state-of-the-art virtualized infrastructures. High availability and automatic scalability are provided by leveraging our AWS-hosted infrastructure and using load balancing and clustering technologies. Brightly's cloud platform is hosted in multiple secure AWS data centers with sites selected to mitigate environmental risks, such as flooding, extreme weather, and seismic activity. Brightly Software has architected the hosting of our platform and applications over multiple AWS Availability Zones to achieve high availability and business continuity.	
8.2	Provide minimum hardware requirements for the local server and computer workstations required to use your product. Include requirements for both ASP and/or local server scenarios.
Brightly Software only offers cloud-hosted, Software as a Service (SaaS) products. Members' subscriptions give access to the cloud infrastructure through either a thin client interface (e.g. web browser) and/or dedicated mobile application. Our products come with no hardware, server, processing, or OS requirements other than using a compatible browser or mobile OS and access to an internet connection.	
8.3	Provide a listing of server software operating systems your product is compatible with; include minimum version needed to properly run your product.
Brightly provides cloud-based products, delivered as SaaS, meaning our products do not require any additional hardware, servers, or OS purchases. Users can access our solutions via any web-enabled device using any current browser.	
8.4	Provide a listing of workstation software operating systems your product is compatible with, include minimum version needed to properly run your product.
• Windows 7 or above • Mac OS X with the most recent version of Safari • Linux desktop editions - A GUI-based browser must be used	
8.5	Provide a listing of application software, including web browsers that are required to operate your program.
Our products come with no software or OS requirements other than using a compatible browser or mobile OS and an internet connection. Brightly recommends using the most up to date version of a modern web browser (Chrome, Firefox, Safari, Edge) to ensure optimal performance and the latest browser security updates.	
8.6	Provide an implementation , including tasks, resources, durations and dependencies after award of a contract.
The schedule below represents a typical implementation timeline from contract signing to solution enablement. Ninety (90) days is common from Kickoff Call to Launch, however, implementation timelines are based on many factors and may be shorter or longer based on the solution/s purchased and individual members' needs.	



Brightly's Implementation methodology provides a defined set of phases and deliverables. The specific tasks and deliverables will vary by the solutions members purchase, but the same process and methodology described below will be followed.

The project begins with a series of Project Initiation activities, including an internal knowledge transfer and a project team orientation call that enables all project participants to understand the project scope, project plan, and objectives. The Orientation Call will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, introduce project collaboration tools and resources, review documentation templates, and review the SOW and project schedule.

The Planning and Account Configuration phases allow Brightly Project Coordinators to direct and manage project progress through task execution, distribute project-related information using the project tools, and checkpoint meetings to review progress during recurring status meetings.

The User Acceptance Testing and End User Training phases allow for change control, quality assurance, and deliverable validation to plan and schedule corrective measures. In these phases, the Project Coordinator will verify product and deliverable acceptance and prepare for project close activities.

The Launch phase is where the project transitions from active implementation to Post Go-Live support with the same project team before being transitioned to the Client Success and Legendary Support Teams.

<u>Key Brightly Software team members for Implementation include:</u>

- Project Coordinator ("PC") – The Project Coordinator ("PC") is the primary point of contact and is responsible for the project. They are responsible for managing resources, timelines, and completion of projects. The PC works with client stakeholders and the Brightly Implementation team to identify and document key business requirements, define and position Implementation services, identify key assumptions and constraints, and set expectations for the Implementation.
- Consultant – Subject matter expert (SME) that works with you virtually to facilitate the data

discovery and requirements gathering in the Implementation process. Conducts business process reviews and maps to configuration needs. Also responsible for training administrators throughout the project lifecycle and performing agreed-upon configurations before, during, or post-scheduled consulting.

- Implementation Specialist ("CIS") – The Implementation Specialist is responsible for monitoring the project and responding to client inquiries and needs when applicable, data preparation support, and scheduled Q&A sessions as needed.

AEPA Member Organization Responsibilities:

The participation of your staff members is critical to the success of the implementation project. It is up to Members to determine who should be involved during the implementation process. The following support from the Member team during the project will lead to a successful implementation:

- Have a main point of contact for the Brightly implementation team.
- Designate a decision-maker regarding how the project proceeds, resolve project bottlenecks, manage change control procedures, and escalate issues to appropriate client stakeholders for resolution.
- Coordinate with your various teams who will influence, or be influenced, by the implementation of applications.
- Ensure necessary resources are committed to and available throughout the project, including subject matter experts in your current operation workflow processes and this project's objectives.
- Communicate the project status to internal stakeholders.
- Fulfill Brightly's requests for information by the agreed-upon deadline.
- Provide day-to-day administration of the system after implementation.

8.7	The technology infrastructure enabling the solution must provide for industry-standard 99.99% uptime. Exceptions to this requirement include downtime during regularly scheduled and maintenance periods. Vendor should also define a communication plan to clarify the timing of maintenance downtime periods so end users and administration have ample time to prepare for the temporary unavailability of the vendor's system.

Brightly's software operates in a hosted environment with server operations and site data center that utilize state-of-the-art tools, infrastructure and processes to ensure that our systems are always running, safe, and secure. We commit to use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on twenty-four (24) hours a day, seven (7) days a week basis

Brightly releases regular system updates and additional patches when security vulnerabilities are identified. We provide notification 24 hours prior to regular system maintenance, and we distribute Release Notes to inform all clients of new features, bug fixes and other security-related information.

8.8	Indicate additional hardware/software or network configuration requirements that are required to support this system and will contribute the total cost of ownership. Indicate limitations on number of site requesters that can be added to the system.

Brightly provides cloud-based products, delivered as SaaS. Our products do not have any additional hardware/software or network configuration requirements.

There is no limitation on the number of site requesters that can be added to the system.

Brightly
A Siemens Company

Exhibit A – Marketing Plan – Brightly Software

Upon award of contract, Brightly can work with each Member Agency to create a full marketing plan. Brightly has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curate and regularly maintain a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.

Part D – Sample of Reporting Capabilities

Back to Asset Essentials Main Menu

Asset reporting

Asset Essentials provides six comprehensive reports to check on the status and analyze your Assets.

How to run a report

- Click on the **Assets** menu icon, then select Assets.
- Filter the Asset list to include the records you want to report on.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **OK** to run the report. **Note: If you have filtered the Asset list before running the report, the same filters will apply to the report that is generated.*

Asset Cost Summary

The Asset Cost Summary Report provides a roll-up of any costs associated with your Assets.

Asset Cost Summary:

Date Printed: 07/18/2017 Page 1 of 1

Name	Asset #	# of WOs	WO $	Avg $	Part Cost	Labor Cost	Other Cost	Non-inv $	Labor Hrs	Avg Hours	Down-time	Purchase Date	Asset Life
Air Handler Unit 1	AHU-001	2.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.50	0.00	03/13/2002	10
Air Handler Unit 2	AHU-002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	03/13/2002	10
Air Handler Unit 3	AHU-003	5.00	0.00	0.00	0.00	0.00	0.00	0.00	50.50	10.10	0.00	03/13/2002	10
Cart	0000000004	4.00	5.83	1.46	5.83	0.00	0.00	0.00	38.00	9.50	0.00	05/24/2011	6
Conveyor - Pallet Handler	0000000010	3.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00	4.33	0.00	09/01/2016	0
Delivery Truck 1	0000000011	1.00	54.00	54.00	0.00	54.00	0.00	0.00	4.00	4.00	0.00	05/02/2016	0
Delivery Truck 2	0000000012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	05/02/2016	0
Forklift 1	0000000002	1.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00	18.00	0.00	05/31/2016	15
Forklift 2	0000000003	2.00	81.00	40.50	0.00	81.00	0.00	0.00	6.00	3.00	0.00	03/01/2017	15
Lathe 1	0000000008	4.00	875.00	218.75	0.00	270.00	605.00	0.00	54.00	13.50	3.50	05/03/2006	10
Lathe 2	0000000009	4.00	1262.00	315.50	0.00	162.00	1100.00	0.00	10.00	2.50	6.00	03/01/2016	20
Press Brake 1	0000000001	5.00	1243.00	248.60	190.00	378.00	675.00	0.00	24.00	4.80	12.15	05/03/2006	10
Press Brake 2	0000000005	8.00	2327.50	290.94	210.00	697.50	1420.00	0.00	29.50	3.69	23.00	03/01/2016	20
	Total/Avg:	39.00	5848.33	149.96	405.83	1642.50	3800.00	0.00	248.00	6.36	44.65		

Asset expenditures summary: PM to non-PM

The Asset Expenditures Summary: PM to non-PM report compares labor, costs, and work order count for PM and non-PM work orders associated with your Assets.

Category: Air Handling Unit

Asset Number Description	PM								Non-PM							
	Labor Hrs	Labor Cost	Material Costs	Equipment Cost	Total Costs	WO Count	Avg Labor Hours per WO	Avg Cost Per WO	Labor Hrs	Labor Cost	Material Costs	Equipment Cost	Total Costs	WO Count	Avg Labor Hours per WO	Avg Cost Per WO
0000000006 Air Handler	54	950	0	0	950	4	13.5	237.5	0	0	0	0	0	0	0	0
0000000007 AUNC - AH1-001	4	25	4.5	0	29.5	13	0.31	2.27	0	0	0	0	0	0	0	0

Asset Life Cycle Analysis

This report provides a quick analysis of the current health of your Assets. The report will calculate a grade as well as estimate how many more years of operation is expected from your Assets.

Asset Life Cycle Analysis

Date Printed: 07/18/2017 Page 1 of 1

Name	Asset #	Category	Grade	Event Trend	Cost Trend	Years Left	Asset Life (Year(s))	Purchase Date	Replacement Cost $
Cary									
Air Handler Unit 3	AHU-003	HVAC	D	bad	good	-5.36	10.00	03/13/2002	45000.00
Conveyor - Pallet Handler	0000000010	Production	B	good	good			09/01/2016	15900.00
Lathe 1	0000000008	Lathes	B	good	good	-1.22	10.00	05/03/2006	0.00
Lathe 2	0000000009	Lathes	D	bad	bad	18.62	20.00	03/01/2016	0.00
Press Brake 1	0000000001	Press Brakes	B	good	good	-1.22	10.00	05/03/2006	0.00
Press Brake 2	0000000005	Press Brakes	D	bad	bad	18.62	20.00	03/01/2016	0.00
Average			A	good	good	4.91	11.67		10150.00

Asset Life Cycle Analysis w/ Details

This version of the Asset Life Cycle Analysis report provides some additional fields such as Total Number of Work Orders, Total Number of PM Work Orders, and Total Number of Non-PM Work Orders.

Asset Life Cycle Analysis w/ Details

Date Printed: 07/18/2017 Page 1 of 1

Name	Asset #	Category	Grade	Event Trend	Cost Trend	Years Left	Asset Life (Year (s))	Purchase Date	Replacement Cost $	Total # of WOs	Total # of PM WOs	Total # of Non-PM WOs
Cary												
Air Handler Unit 3	AHU-003	HVAC	D	bad	good	-5.36	10.00	03/13/2002	45000.00	5	0	5
Conveyor - Pallet Handler	0000000010	Production	B	good	good			09/01/2016	15900.00	2	0	2
Lathe 1	0000000008	Lathes	B	good	good	-1.22	10.00	05/03/2006	0.00	2	0	2
Lathe 2	0000000009	Lathes	D	bad	bad	18.62	20.00	03/01/2016	0.00	3	0	3
Press Brake 1	0000000001	Press Brakes	B	good	good	-1.22	10.00	05/03/2006	0.00	3	0	3
Press Brake 2	0000000005	Press Brakes	D	bad	bad	18.62	20.00	03/01/2016	0.00	6	0	6
Average			A	good	good	4.91	11.67		10150.00	3	0	3

Asset summary

The Asset Summary report provides a list of your Assets with basic details.

Asset summary report

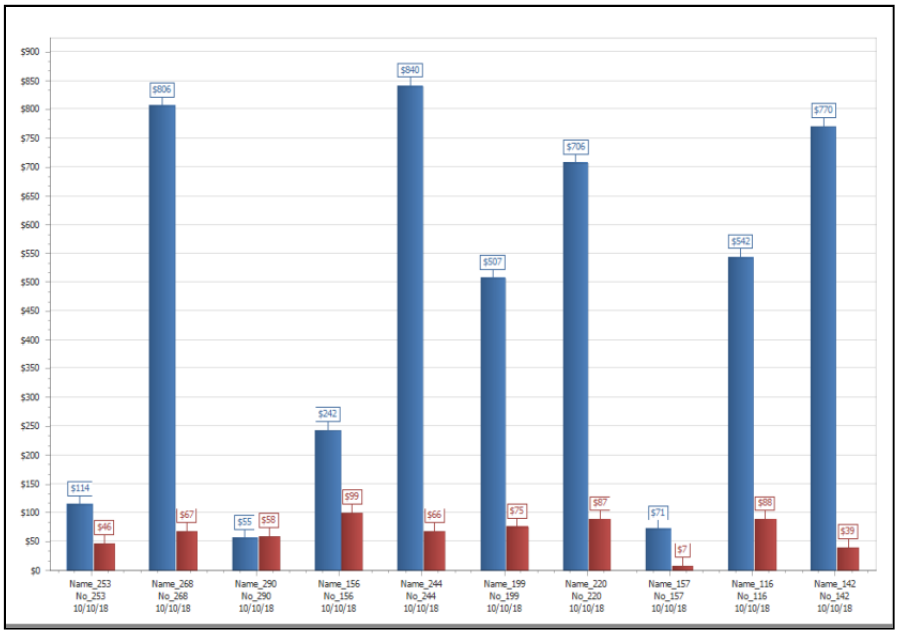
Date Printed: 07/18/2017 Page 1 of 1

Asset #	Name	Region	Site	Serial #	Make	Model	Barcode	Toolcrib
AHU-001	Air Handler Unit 1	Northeast	Cary	AHU 1299	Trane	XB TEM3	AHU 1299	False
AHU-002	Air Handler Unit 2	Northeast	Cary	AHU 1300	Trane	XB TEM3	AHU 1300	False
AHU-003	Air Handler Unit 3	Northeast	Cary	AHU 1301	Trane	XB TEM3	AHU 1301	False
0000000004	Cart	Northeast	Cary	C3421	EZGO	G120	C3421	True
0000000010	Conveyor - Pallet Handler	Northeast	Cary	CVY8794	Titan Conveyor	PH574	[N/A]	False
0000000011	Delivery Truck 1	Northeast	Cary	T54686JK7766	Freightliner	FT30Cab	[N/A]	False
0000000012	Delivery Truck 2	Northeast	Cary	T54686JK7763 4	Freightliner	FT30FlatBed	[N/A]	False
0000000002	Forklift 1	Northeast	Cary	E15322	Toyota	Large Electric	[N/A]	False
0000000003	Forklift 2	Northeast	Cary	E32444	Toyota	Large Electric	[N/A]	False
0000000008	Lathe 1	Northeast	Cary	L24	Haas Automation	ST10	[N/A]	False
0000000009	Lathe 2	Northeast	Cary	L37	Haas Automation	ST10	[N/A]	False
0000000001	Press Brake 1	Northeast	Cary	PB24	Adira	HD70060	[N/A]	False
0000000005	Press Brake 2	Northeast	Cary	PB37	Adira	HD70060	[N/A]	False

Asset repair vs replacement cost

This comparative analysis report provides an easy way to visually compare the maintenance costs of assets with your replacement costs of assets in order to determine those that are nearing the end of their expected useful life, and those that are overdue to be replaced.

Select **Asset Cost vs Maintenance** in the asset report drop down menu to show your aggregated maintenance cost versus the estimated replacement cost set on the asset details page. **Note: This report is only available if your account is synced with Capital Forecast. For more information about Capital Forecast contact Client Services.*



Did you find this helpful?

Yes No

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Work order reporting

How to run a report

- Click on the **Work Orders** menu icon, then select **Work Orders**.
- Filter the Work Order list to include the records you want to report on. **Note: If you are utilizing our product integration feature, you may not need to include those work orders in your report. In order to omit those work orders from your report, you can use the **Generated From** column on the work order summary page. This will allow you to filter your work order list to not include work orders created from other products.*
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **OK** to run the report. **Note: If you have filtered the Work Order list before running the report, the same filters will apply to the report that is generated.*

Recommended work order reports

Completed On Time/Late Summary

This useful report will show a breakdown of on time and late Work Orders by Priority and Assigned To.

Completed Ontime/Late Summary

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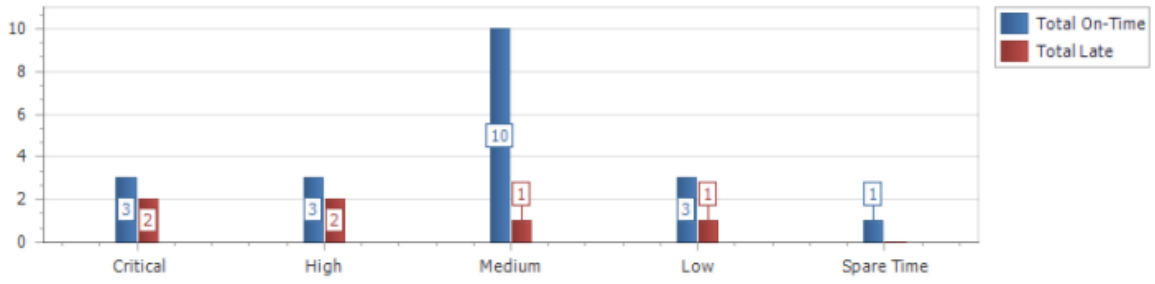
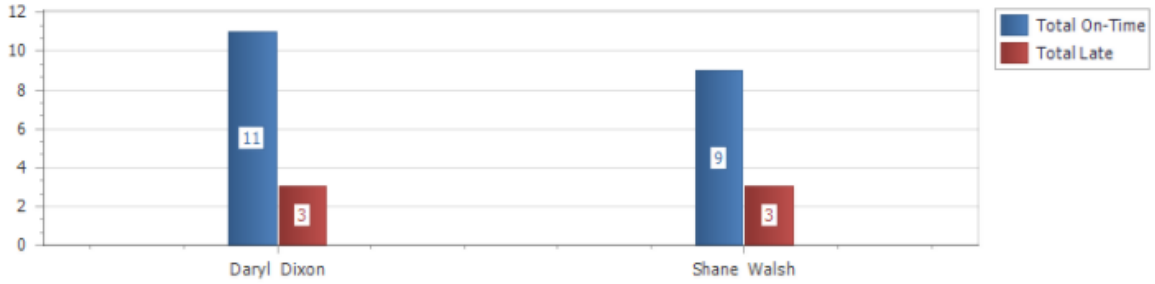
Priority



Assigned To



	Total # of WOs	Total On-Time	Total Late	Total PM	On-Time PM	Late PM	Total Non-PM	On-Time Non-PM	Late Non-PM
Overall									
	26	20	6	2	2	0	24	18	6
Priority									
Critical	5	3	2	0	0	0	5	3	2
High	5	3	2	0	0	0	5	3	2
Medium	11	10	1	2	2	0	9	8	1
Low	4	3	1	0	0	0	4	3	1
Spare Time	1	1	0	0	0	0	1	1	0
Assigned To									
Daryl Dixon	14	11	3	2	2	0	12	9	3
Shane Walsh	12	9	3	0	0	0	12	9	3

Downtime Analysis

This report shows any Work Orders and Work Order costs contributing to your asset's downtime.

Down-time

Date Printed: 08/02/2017

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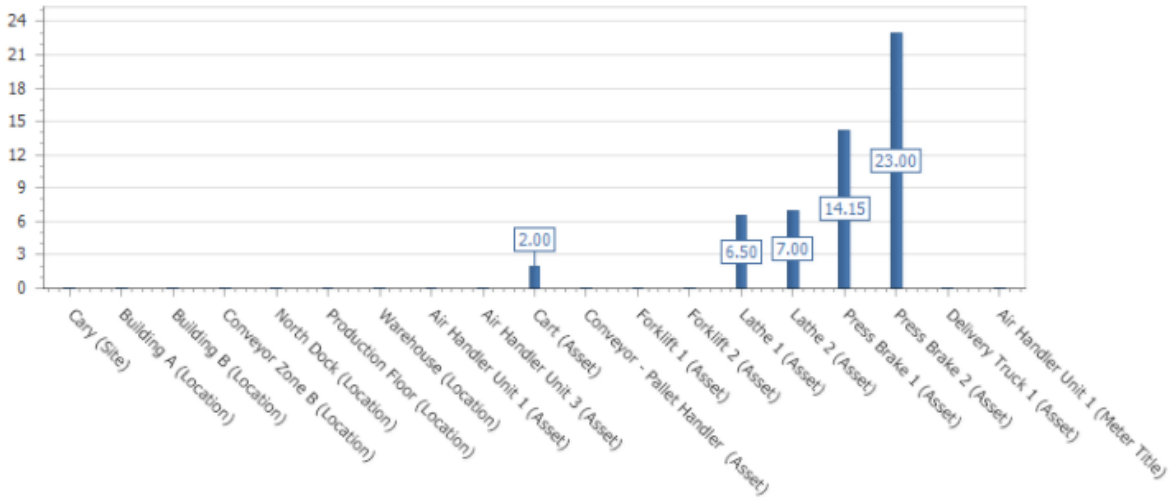

Source (Source Type)	No	Down-time	% of All Down-time	Asc WOs	Asc WO Cost	Asc WO Hours
Cary (Site)	01	0.00	0.00%	3	486.00	36.00
Building A (Location)		0.00	0.00%	1	0.00	0.00
Building B (Location)		0.00	0.00%	1	0.00	0.00
Conveyor Zone B (Location)		0.00	0.00%	1	0.00	0.00
North Dock (Location)		0.00	0.00%	2	0.00	0.00

Labor Cost by User

This report will breakdown your worker's labor hours and costs by Work Order. This report also includes OT hours and OT costs.

WO Labor By User

Date Printed: 01/08/2018

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User	Work Order Title	Work Category	Action Taken	WO #	Labor Date	Hour(s)	Cost $	OT Hours	OT Cost $
Admin Admin									
	PM Schedule 1 (HVAC)	Planned		0000000018	01/08/2018 08:12:00 AM	1.00	35.00	0.00	0.00
					Total	**1.00**	**35.00**	**0.00**	**0.00**
Test Tech									
	HVAC Work	Corrective Maintenance		0000000019	01/08/2018 09:13:00 AM	1.00	34.00	0.00	0.00
					Total	**1.00**	**34.00**	**0.00**	**0.00**
					Grand Total	**2.00**	**69.00**	**0.00**	**0.00**

Report Parameters

Filter:

Search:

Advanced Filters: [Originated] Between '12/09/2017' And '01/08/2018'

Labor Date Range: Between '01/01/2018' And '01/08/2018'

Tags:

Mean Time to Repair Analysis

This report calculates for each asset: the average time it takes for a Work Order to be assigned, the average time it takes to complete a Work Order once it has been assigned, and the average time a Work Order is open.

Mean Time to Repair Analysis

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Asset	Originated to Assigned Avg	Assigned to Completed Avg.	Originated to Completed Avg
Air Handler Unit 3	0 day(s) 0 hr(s) 0.00 minute(s)	0 day(s) 1 hr(s) 22.00 minute(s)	0 day(s) 1 hr(s) 22.00 minute(s)
Cart	0 day(s) 0 hr(s) 0.00 minute(s)	1 day(s) 4 hr(s) 6.00 minute(s)	1 day(s) 4 hr(s) 6.00 minute(s)
Conveyor - Pallet Handler	14 day(s) 6 hr(s) 30.00 minute(s)	-15 day(s) -4 hr(s) -10.00 minute(s)	0 day(s) -21 hr(s) -40.00 minute(s)
Delivery Truck 1	16 day(s) 20 hr(s) 25.00 minute(s)	-8 day(s) -1 hr(s) -34.00 minute(s)	8 day(s) 18 hr(s) 51.00 minute(s)
Forklift 2	17 day(s) 1 hr(s) 0.00 minute(s)	-17 day(s) 0 hr(s) -33.00 minute(s)	0 day(s) 0 hr(s) 27.00 minute(s)
Lathe 1	4 day(s) 12 hr(s) 14.75 minute(s)	-1 day(s) -12 hr(s) -37.25 minute(s)	2 day(s) 23 hr(s) 37.50 minute(s)
Lathe 2	0 day(s) 17 hr(s) 15.00 minute(s)	0 day(s) 16 hr(s) 43.00 minute(s)	1 day(s) 9 hr(s) 58.00 minute(s)
Press Brake 1	3 day(s) 9 hr(s) 5.20 minute(s)	-2 day(s) -22 hr(s) -57.60 minute(s)	0 day(s) 10 hr(s) 7.60 minute(s)
Press Brake 2	3 day(s) 8 hr(s) 34.60 minute(s)	-2 day(s) -12 hr(s) -23.80 minute(s)	0 day(s) 20 hr(s) 10.80 minute(s)
Overall Average	4 day(s) 6 hr(s) 45.54 minute(s)	-2 day(s) -21 hr(s) -39.63 minute(s)	1 day(s) 9 hr(s) 5.92 minute(s)

Part Usage by Asset

This report will show the quantities and costs of the parts used for each asset.

Part Utilization by Asset

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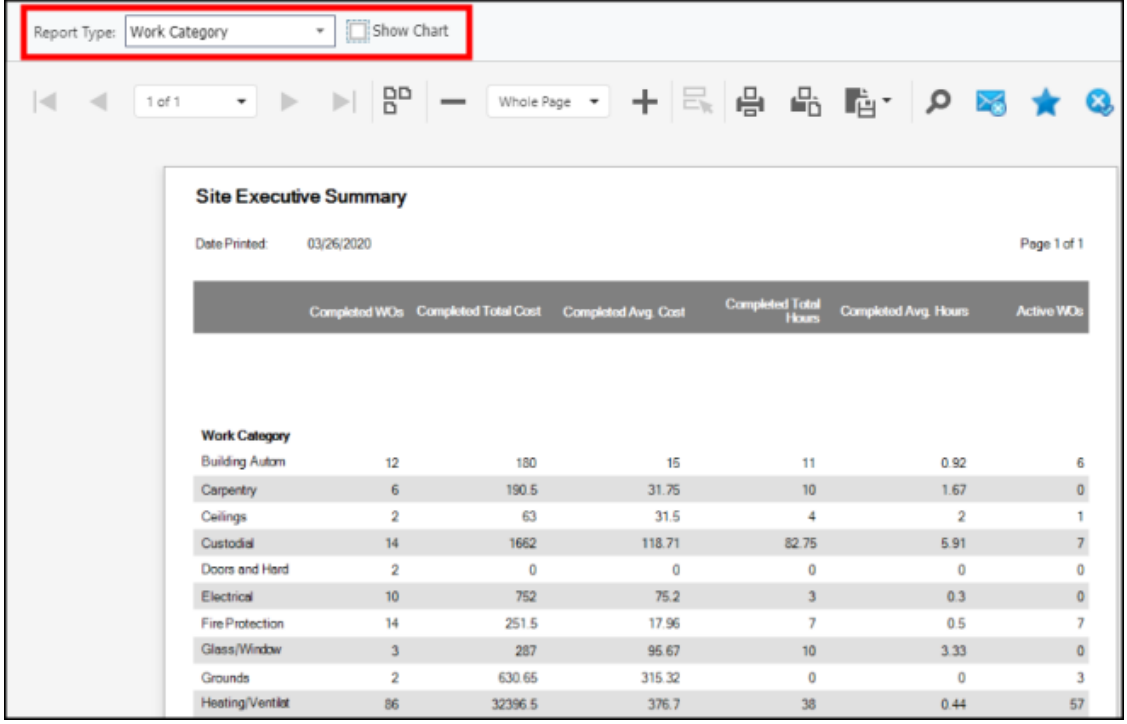
Asset	Date Used	Part	Part #	Region	Site	Location	Quantity	Cost $
Press Brake 1 - 0000000001								
	07/31/2017	Pennzoil 10W 30 Motor Oil	0000000003	Northeast	Cary	Warehouse	1.00	8.3333
	07/31/2017	Cart Tire 18-8.50-8 4P	0000000004	Northeast	Cary	Warehouse	1.00	32.930
	07/31/2017	10 Amp Fuse	0000000005	Northeast	Cary	Warehouse	1.00	6.250
	07/31/2017	Press Brake Die 4140 8" long	0000000001	Northeast	Cary	Production Parts	1.00	80.000
							Total:	**127.51**
Delivery Truck 1 - 0000000011								
	08/01/2017	Pennzoil 10W 30 Motor Oil	0000000003	Northeast	Cary	Warehouse	1.00	8.3333
							Total:	**8.33**
Delivery Truck 2 - 0000000012								
	08/01/2017	Champion Spark Plug	NGK-BPR5ES	Northeast	Cary	Auto Parts	1.00	5.8333
							Total:	**5.83**
Cart - 0000000004								
	08/01/2017	Forklift Battery	0000000002	Northeast	Cary	Warehouse	0.00	0.000
							Total:	**.00**
							Total cost of parts on this report:	**141.68**

Site Executive Summary

This report displays the total number of completed work orders, cost, and hours worked for the **Report Type** selected in the top left corner of the page. For example, you can select to display data broken down by your work categories or priorities. You also have the option to display the data in a chart by checking the **Show Chart** box.



Report Type: Work Category | Show Chart

1 of 1 | Whole Page

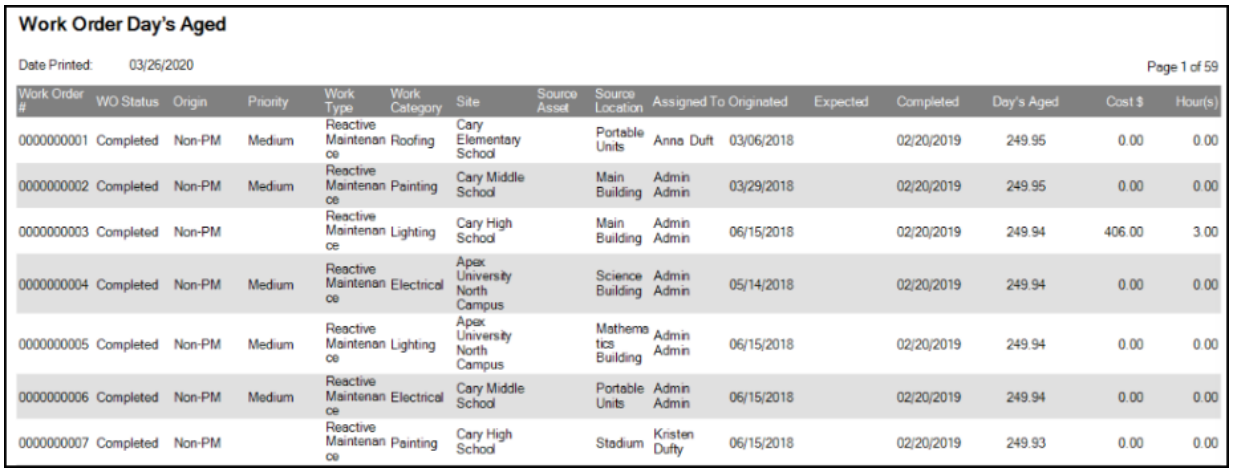
Site Executive Summary

Date Printed: 03/26/2020 | Page 1 of 1

Work Category	Completed WOs	Completed Total Cost	Completed Avg. Cost	Completed Total Hours	Completed Avg. Hours	Active WOs
Building Autom	12	180	15	11	0.92	6
Carpentry	6	190.5	31.75	10	1.67	0
Ceilings	2	63	31.5	4	2	1
Custodial	14	1662	118.71	82.75	5.91	7
Doors and Hard	2	0	0	0	0	0
Electrical	10	752	75.2	3	0.3	0
Fire Protection	14	251.5	17.96	7	0.5	7
Glass/Window	3	287	95.67	10	3.33	0
Grounds	2	630.65	315.32	0	0	3
Heating/Ventilat	86	32396.5	376.7	38	0.44	57

Work Order Day's Aged

This report provides a list of work orders with relevant information, including the day's aged for each work order.



Work Order Day's Aged

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Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Day's Aged	Cost $	Hour(s)
0000000001	Completed	Non-PM	Medium	Reactive Maintenance	Roofing	Cary Elementary School		Portable Units	Anna Duft	03/06/2018		02/20/2019	249.95	0.00	0.00
0000000002	Completed	Non-PM	Medium	Reactive Maintenance	Painting	Cary Middle School		Main Building	Admin Admin	03/29/2018		02/20/2019	249.95	0.00	0.00
0000000003	Completed	Non-PM		Reactive Maintenance	Lighting	Cary High School		Main Building	Admin Admin	06/15/2018		02/20/2019	249.94	406.00	3.00
0000000004	Completed	Non-PM	Medium	Reactive Maintenance	Electrical	Apex University North Campus		Science Building	Admin Admin	05/14/2018		02/20/2019	249.94	0.00	0.00
0000000005	Completed	Non-PM	Medium	Reactive Maintenance	Lighting	Apex University North Campus		Mathematics Building	Admin Admin	06/15/2018		02/20/2019	249.94	0.00	0.00
0000000006	Completed	Non-PM	Medium	Reactive Maintenance	Electrical	Cary Middle School		Portable Units	Admin Admin	06/15/2018		02/20/2019	249.94	0.00	0.00
0000000007	Completed	Non-PM		Reactive Maintenance	Painting	Cary High School		Stadium	Kristen Dufty	06/15/2018		02/20/2019	249.93	0.00	0.00

Work Order Summary w/ Details

This reports provides an all-encompassing overview of your work orders including Action Taken and Costs.

Work Order Summary w/ Details

Date Printed: 01/08/2018

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Work Order #	WO Status	Origin	Priority	Work Type	Work Category	Site	Source Asset	Source Location	Assigned To	Originated	Expected	Completed	Cost $	Hour(s)
Work requested														
Action Taken														
Comments														
0000000019	In Progress	Non-PM	Medium	Reactive Maintenance	Corrective Maintenance	Jones Elementary School		Room 101	Test Tech	01/08/2018			34.00	1.00
HVAC stopped working.														
0000000018	In Progress	PM			Planned	James Madison Hall	James Madison - Boiler - 001		Stephen Parker	01/03/2018	01/04/2018		35.00	1.00
HVAC AHU Weekly Filter Check														
0000000017	In Progress	PM			Planned	James Madison Hall	James Madison - Boiler - 001		Test Tech	12/27/2017	12/28/2017		0.00	0.00
HVAC AHU Weekly Filter Check														

Work Order Location Summary Reports

These reports will provide you with a roll-up of costs for each location and will also display the location path for better insight into the location's hierarchy.

- Click on the **Work Orders** menu icon, then select **Work Orders**.
- Filter the Work Order list to include the records you want to report on.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **Export** to download the report as a CSV file. **Note: If you have filtered the Work Order list before running the report, the same filters will apply to the report that is generated.*

WO summary by location

Generate this report to summarize the work being done at your locations. This report will help you to understand the number of work orders that are being done, the performance of work at each location, and the cost and hours associated with the work being done.

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Location Name	Location Path	Equipment Cost	Part Cost	Non-Inv Part Cost	Labor Cost	Labor Hours	Labor Non-User Cost	Other Cost	Other Hours	Total Cost	Total Hours	Total
2	101	Building 1\1st Floor\101	0	0	75	0	8	35	0	0	110	8	2
3	102	Building 1\1st Floor\102	0	0	0	0	1	0	0	0	0	1	5
4	1st Floor	Kulhavi Hall\1st Floor	0	0	0	0	0	0	0	0	0	0	1
5	1st Floor	Building 1\1st Floor	0	0	0	0	0	0	0	0	0	0	3
6	1st Floor	Dorm A\1st Floor	0	0	0	0	0	0	0	0	0	0	1
7	2nd Floor	Dorm A\2nd Floor	0	0	0	0	0	0	0	0	0	0	1
8	Admin. Building	Admin. Building	0	0	0	0	0	0	0	0	0	0	1
9	Administrative Office	Administrative Office	0	0	0	0	0	0	0	0	0	0	1
10	Athletic Fields	Athletic Fields	0	0.7	75	0	0.4	0	0	0	75.7	0.4	39
11	Athletic Fields	Athletic Fields	0	0.7	75	0	0.4	0	0	0	75.7	0.4	35
12	Athletic Fields	Athletic Fields	0	0.7	75	0	0.4	0	0	0	75.7	0.4	36
13	Building 1	Building 1	0	0	0	0	0	0	0	0	0	0	2
14	Building 1	Building 1	0	0	0	0	0	0	0	0	0	0	18
15	Building 3	Building 3	0	0	0	0	0	0	0	0	0	0	1
16	Classroom 100	Education Building\Floor 1\Classroom 100	0	0	0	106	9	0	0	0	106	9	4
17	Classroom 102	Curran Hall\Curran Hall 1st floor\Classroom 102	0	0	0	0	0	0	0	0	0	0	1

WO detail by source

Generate this report to dive into the details of the work orders for your locations. This report will help you to understand the specifics about what is being done at the different locations throughout your organization. Analyze the labor, costs, types of work being done, start and end dates, etc. You are able to see the location and asset paths for each record as well.

	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE
1	Asset Barcode	Asset Category	Asset Criticality	Asset Criticality No	Asset Name	Asset Path	Asset Serial No	Asset No	Location Criticality	Location Criticality No	Location Name	Location Path
58											Floor 1	Education Building\Floor 1
59											Janik Hall	Janik Hall
60												
61												
62											Conference Room	Corder Hall\Conference Room
63					DEA-001	DEA-001		23				
64											Floor 1	Education Building\Floor 1
65											Office 212	Guzman Hall\Office 212
66	2325	Air Handling Unit	Most Critical		AUNC - AHU - 001	AUNC - AHU - 001	123456789	1				
67	2325	Air Handling Unit	Most Critical		CES - AHU - 001	CES - AHU - 001	123456789	77				
68		Fire Extinguisher			Fire Extinguisher 001 CHS	Fire Extinguisher 001 CHS		44				
69											Corder Hall	Corder Hall
70												
71					VEH - BUS - 001	VEH - BUS - 001		6				
72					VEH - BUS - 001	VEH - BUS - 001						

Back to Asset Essentials Main Menu

WO labor reporting

Asset Essentials provides six comprehensive reports that will break down the cost and time of labor entries submitted on work orders. The breakdown can be done by Work Category, Department, or User.

How to run a report

- Click on the **Work Orders** menu icon and then click **WO Labor**.
- Filter the WO Parts list to include the records you want to report on.
- If you use the Advanced Filters tool, you have two sets of fields to choose from.
  - **Assigned** - This field represents the user that the work order is assigned to.
  - **Date Type and Date Range** - This set of fields represents the type and range of dates that applies to the work order labor transaction. The date types are defined below:
    - **Start Date** - This represents the date the labor transaction began on the work order.
    - **End Date** - This represents the date the labor transaction ended on the work order.
    - **Created On** - This represents the date the labor transaction was documented on the work order
    - **Last Modified On** - This represents the date the labor transaction was last edited on the work order.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop-down menu.
- Click **OK** to run the report. **Note: If you have filtered the WO Labor list before running the report, the same filters will apply to the report that is generated.*

Labor by Work Category

The Labor by Work Category report lists all labor hours broken down by work category, along with the number of work orders the transactions were tracked on per work category.

Labor by Work Category

Date Printed: 06/24/2021

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Summary

Total Regular Hours	12576.97
Total OT Hours	49.25
Total	12626.22

	Hour(s)					Number of Work Orders			
Work Category	Regular	OT	Estimated	Combined	%	Total	Completed	%	Avg Hours / Work Order
Facility Maintenance	2358.86	5.00	0.00	2363.86	0.00%	30	29	0.00%	78.80
Scheduled Maintenance	1993.31	14.50	15.00	2007.81	13385.43%	353	343	0.00%	5.69
[N/A]	4596.92	11.75	2.00	4608.67	230433.48%	327	323	0.00%	14.09
Breakdown	245.11	8.00	1.00	253.11	25311.16%	41	40	0.00%	6.17
Electrical	20.29	0.00	0.00	20.29	0.00%	17	17	100.00%	1.19
Corrective Maintenance	2159.86	0.00	0.00	2159.86	0.00%	33	33	100.00%	65.45
Planned	530.47	5.00	0.00	535.47	0.00%	54	53	0.00%	9.92
Cleaning	46.25	2.00	0.00	48.25	0.00%	41	41	100.00%	1.18
Grounds/Landscapin g	167.85	1.00	0.00	168.85	0.00%	8	7	0.00%	21.11
Safety	437.56	0.00	0.00	437.56	0.00%	5	5	100.00%	87.51
Production	5.50	0.00	0.00	5.50	0.00%	3	3	100.00%	1.83
Shutdown	5.00	0.00	0.00	5.00	0.00%	1	1	100.00%	5.00
COVID 19	10.00	0.00	0.00	10.00	0.00%	2	2	100.00%	5.00
Plumbing	0.00	2.00	0.00	2.00	0.00%	1	1	100.00%	2.00
Total	**12576.97**	**49.25**	**18.00**	**12626.22**	**70145.69%**	**916**	**898**	**0.00%**	**13.78**

Hours Breakdown:

	Hour(s)		
Employee	Regular	OT	Combined
Bill Rights	10813.84	45.25	10859.09
Student Eleven	24.00	0.00	24.00
Student two	115.40	0.00	115.40

Labor Cost

The Labor Cost report provides a simple breakdown of the number of hours and total cost of labor per user.

Labor Cost

Date Printed: 06/24/2021 Page 1 of 2

Name	Regular Hours	Cost $	OT Hours	Cost $	Total Hrs	Total Cost
Tech 5	0.00	0.00	0.00	0.00	0.00	0.00
Cam Bevington	3.00	0.00	0.00	0.00	3.00	0.00
Tech Chuck	1.00	0.00	0.00	0.00	1.00	0.00
ABC Pest Company	5.00	0.00	0.00	0.00	5.00	0.00
Randy Daytona	82.52	0.00	0.00	0.00	82.52	0.00
Accounting Department	6.00	140.00	0.00	0.00	6.00	140.00
John Doe	3.00	150.00	0.00	0.00	3.00	150.00
Mark Dude	5.00	0.00	0.00	0.00	5.00	0.00
Cary Four	2.00	0.00	0.00	0.00	2.00	0.00
Sample tech Four	5.00	0.00	0.00	0.00	5.00	0.00
Jim Henson	2.00	60.00	0.00	0.00	2.00	60.00
Supervisor Lead	0.00	0.00	0.00	0.00	0.00	0.00
Manny Maintenance	91.58	3663.19	0.00	0.00	91.58	3663.19
sample person	2.00	100.00	0.00	0.00	2.00	100.00
Maintenance Printer	0.00	0.00	0.00	0.00	0.00	0.00
Bill Rights	9407.64	733311.76	33.75	3490.00	9441.39	736801.76
Bob Smith	2.00	100.00	0.00	0.00	2.00	100.00
Carl Smith	1.00	50.00	0.00	0.00	1.00	50.00
Jim Smith	2.00	80.00	0.00	0.00	2.00	80.00
Joe Smith	14.36	0.00	1.00	0.00	15.36	0.00
Joe Smith	4.00	60.00	0.00	0.00	4.00	60.00
Sam Smith	3.00	50.00	0.00	0.00	3.00	50.00

Labor Cost by Department

The Labor Cost by Department report provides a detailed breakdown of each department's labor hours and costs by each work order the transaction was tracked on.

Labor Cost By Department

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Department	User	Reg Hours	Reg Cost $	OT Hours	OT Cost $
Administrative					
	Mark Dude	5.00	0.00	0.00	0.00
	Total:	**5.00**	**0.00**	**0.00**	**0.00**
Maintenance					
	Bill Rights	9404.64	733124.26	33.75	3490.00
	Total:	**9404.64**	**733124.26**	**33.75**	**3490.00**
	Grand Total	**9409.64**	**733124.26**	**33.75**	**3490.00**

Labor cost by user

The Labor Cost by User report provides a detailed breakdown of each user's labor hours and costs by each work order the transaction was tracked on.

WO Labor By User

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User	Work Order Title	Work Category	Action Taken	WO #	Labor Date	Hour(s)	Cost $	OT Hours	OT Cost $
	Flat	Breakdown	Patched Tire and inflated	0000003050	02/25/2019 11:09:00 AM	1.00	0.00	0.00	0.00
	LABOR TEST			2018000526	09/24/2020 03:04:00 PM	1.00	500.00	0.00	0.00
					Total	**2.00**	**500.00**	**0.00**	**0.00**
ABC Pest Co									
	Annual Forklift PM	Scheduled Maintenance	Done	0000001102	07/23/2018 02:41:00 PM	4.00	400.00	0.00	0.00
					Total	**4.00**	**400.00**	**0.00**	**0.00**
ABC Pest Company									
	500 HR AHU#2343 Service			2018000269	07/08/2020 08:43:48 AM	3.00	0.00	0.00	0.00
	Quarterly H2O filter change	Scheduled Maintenance		2018001127	05/07/2021 02:51:00 PM	2.00	0.00	0.00	0.00
					Total	**5.00**	**0.00**	**0.00**	**0.00**
Accounting Department									
	Monthly Truck Cleaning EXAMPLE	Scheduled Maintenance		0000001367	08/13/2018 09:15:26 AM	2.00	0.00	0.00	0.00
	Monthly Truck Cleaning EXAMPLE	Scheduled Maintenance		0000003082	03/01/2019 08:45:48 AM	2.00	70.00	0.00	0.00
	Monthly Truck Cleaning EXAMPLE	Scheduled Maintenance		2018000454	09/01/2020 01:19:04 PM	2.00	70.00	0.00	0.00
					Total	**6.00**	**140.00**	**0.00**	**0.00**
Ben Z									
	Annual Forklift PM	Scheduled Maintenance		0000000389	04/16/2018 10:36:44 AM	1.00	0.00	0.00	0.00
	Annual Forklift PM	Scheduled Maintenance		0000000839	06/01/2018 12:54:42 PM	1.00	0.00	0.00	0.00
					Total	**2.00**	**0.00**	**0.00**	**0.00**

Labor Cost Detail

The Labor Cost Detail report provides a breakdown of the number of hours and total cost of labor per user for each individual work order transaction.

Labor Cost Detail

Date Printed: 06/24/2021 Page 1 of 1

Name	Work Order #	Date	Reg Hours	Reg Cost $	OT Hours	OT Cost $	Total Hrs	Total Cost $
Mark Dude	0000000044	05/01/2017	3.00	0.00	0.00	0.00	3.00	0.00
Mark Dude	2018000503	10/05/2020	2.00	0.00	0.00	0.00	2.00	0.00
Mark Dude			5.00	0.00	0.00	0.00	5.00	0.00
		Total:	5.00	0.00	0.00	0.00	5.00	0.00

Labor Time Detail

The Labor Time Detail report provides a detailed breakdown of each user's labor transactions, including the start time, end time, and total hours. This list is ordered from the oldest labor transaction to the newest.

Labor Time Detail

Date Printed: 06/24/2021

User	Work Category	Site	Source Asset	Source Location	Description	Source Location	Start Date	End Date	Hour(s)
Mark Dude	Electrical	We Make Widgets Jacksonville	Air Handler Unit Trane	Building 1		Building 1		05/01/2017 12:27:00 PM	3.00
Randy Daytona	Breakdown							03/12/2019 02:08:00 PM	2.50
Randy Daytona	Breakdown						03/12/2019 02:42:24 PM	03/12/2019 02:43:33 PM	0.02
Randy Daytona		We Make Widgets Jacksonville	Air Handler Unit Trane	Building 1		Building 1		03/14/2019 11:50:53 AM	5.00
Randy Daytona	Planned	We Make Widgets Jacksonville		Building 1		Building 1		03/14/2019 11:50:53 AM	3.00
Randy Daytona	Planned	We Make Widgets Jacksonville		Building 1		Building 1		03/14/2019 11:50:53 AM	72.00
Jim Henson	Scheduled Maintenance	We Make Widgets Jacksonville	Bay Door 1	Shipping & Receiving		Shipping & Receiving		10/05/2020 09:35:46 AM	2.00
Mark Dude	Scheduled Maintenance	We Make Widgets Jacksonville	Boiler	Building 2		Building 2		10/05/2020 09:35:46 AM	2.00
Records Selected:		**8**						**Total**	**89.52**

Did you find this helpful?

Yes No

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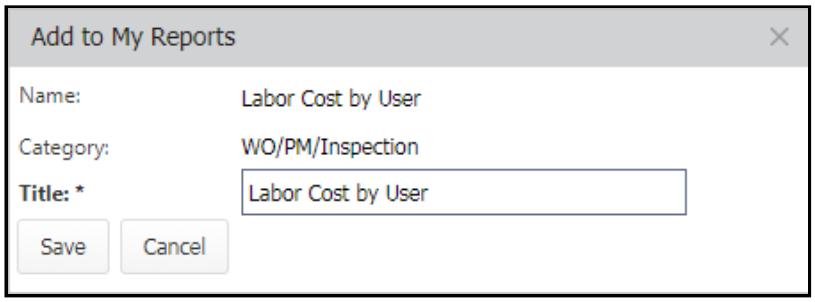
Saved reports

In Asset Essentials, you can save frequently used reports to run quickly and easily again in the future. Saved Reports can also be scheduled to run on a recurring basis and automatically email you the results.

Saving a report

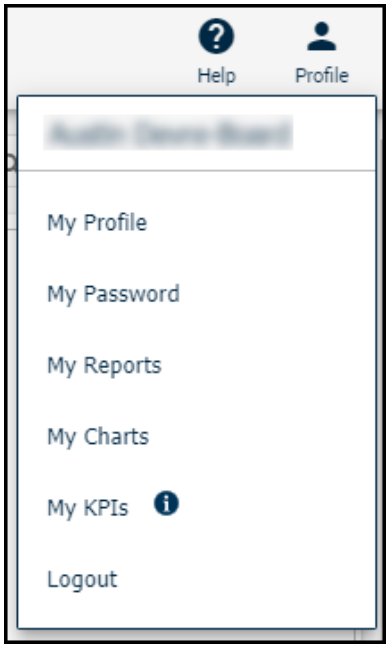
- After creating a report in Asset Essentials, click the star icon ( ) at the top of the report screen.
- Enter a **Title** for the report in the Add to My Reports window .
- Click **Save**.
- Click **OK** to confirm you want the report saved to your My Reports list.



- To view a list of reports you have saved, hover over your name in the upper right corner of the screen and select **My Reports**.

How to schedule a saved report to run automatically

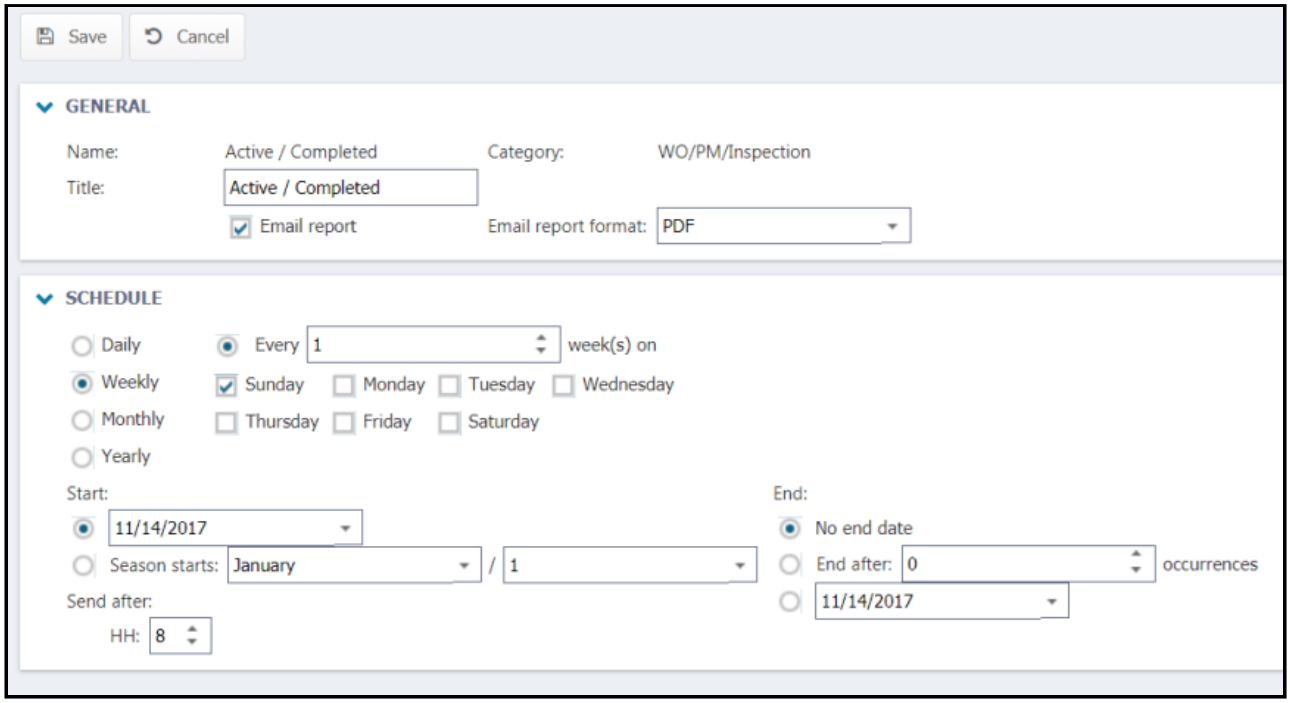
- Click on the user icon in the upper right corner of the page, and select **My Reports** from the drop down menu.



- A list of your saved reports will appear here. Right-click on the saved report you need to schedule and select **Edit**.
- In the General section, enter a **Title** for the Report.
- Check the **Email Report** checkbox.
- Select the **Email report format**. You can choose either XLS (Excel) or PDF.
- In the Schedule section, choose whether you want to receive these search results Daily, Weekly, Monthly, or Yearly.
    - For **Daily**, you can choose a specific number of days to run the report or every weekday.
    - For **Weekly**, select which day(s) of the week you want to receive these report results.

- For **Monthly**, you can choose either the date (Ex: Day 15) of the month or you can choose the day of the week in the month (Ex: the first Monday of every 1 month). The monthly option also allows you to run this search every other month, once a quarter, etc. by changing the number in the box that precedes month. (Ex: the first Monday of every 3 months)
- For **Yearly**, you can choose either the month and day (Ex: January 5) of the year or you can choose the day of the week in the month (Ex: the first Monday of February).

- Choose the **Start** options for the recurring report. You can choose an exact date or the beginning of a season that starts on a specific day of the month.
- Choose the **End** options for the recurring report if you would like Asset Essentials to stop emailing you the report after a certain number of occurrences, or at the end of the season created in the start options. By default **No End Date** will be selected.
- Choose the hour of the day you would like the report to **Send after**. **Note: The hours here are given as military time. Ex: a selection of "14" means 2:00pm.*
- Click **Save**.



Did you find this helpful?

Yes No

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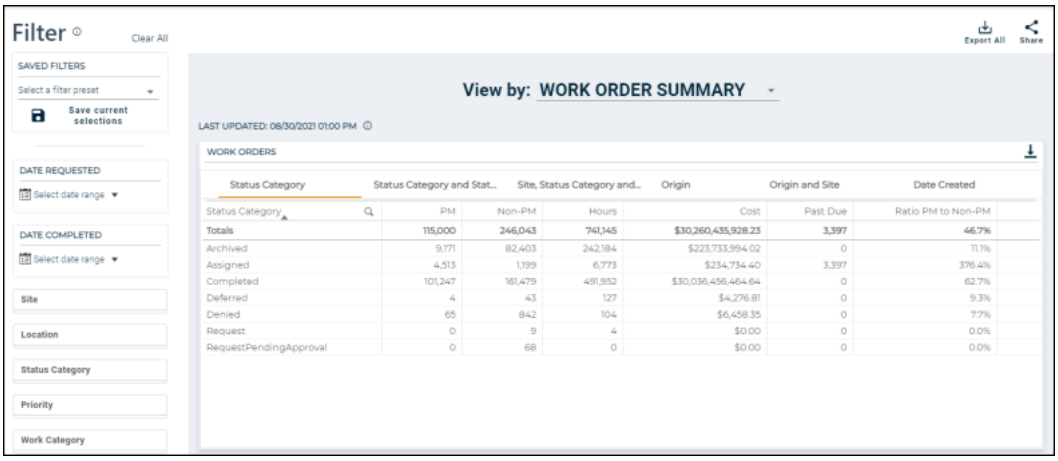
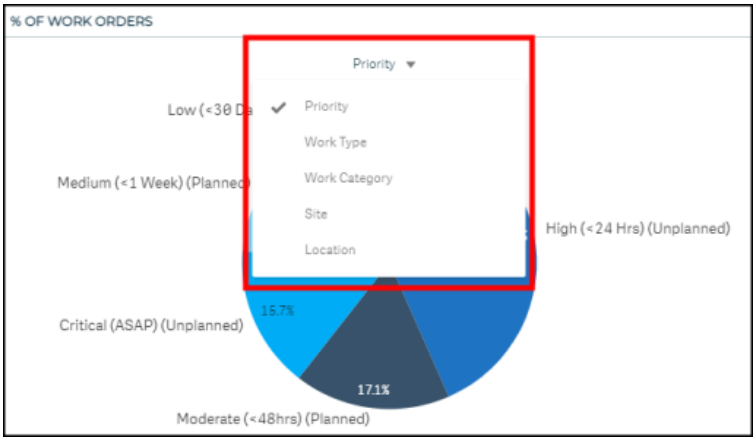
Dashboards

Analytics provides maintenance overview dashboards that allow you to drill down into your applications' data giving you a bigger picture into the work your organization is doing. **Note: Not all clients are eligible for Analytics. To learn if you are eligible, contact Client Services.*

Your dashboard updates every morning with the current year's data through the previous day as well as two previous calendar years of data. You can see the Last Updated time stamp in the top left corner of your dashboard. **Note: Time shown is in Eastern time zone.*



Within some dashboard tables you may be able to expand categories (⊕) to view a further breakdown of your data. Also keep an eye out for triangle icons (▼) in the x- and y-axis titles of the dashboard charts. This indicates that there are other metrics that can be selected for that chart.



Maintenance dashboards

The Dashboard is the default view you will see when you access Analytics. To get back to it if you navigate away:

1. Click the **Maintenance** menu icon, then select **Dashboard**.
2. Use the **View by:** drop-down in the top center of the screen to select the dashboard you want to view.

Work Order Summary

This dashboard provides you with a summary of work order counts to view a snapshot of your operations across your organization.

Work Orders

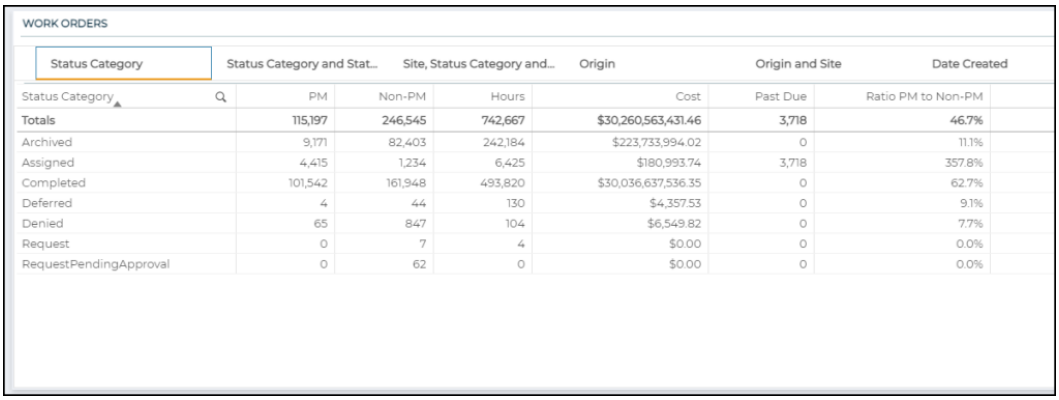
Click the tabs at the top of this section to view the available tables:

- **Status Category**: Work order counts by Status Category
- **Status Category and Status**: Work order counts by Status Category and Status
- **Site, Status Category and Status**: Work order counts by Site, Status Category and Status
- **Origin**: Work order counts for PM vs. Non-PM work
- **Origin and Site**: Work order counts by Origin and Site
- **Date Created**: Line graph that displays number of created work orders over time

How are these numbers calculated?

- Metrics for Status Category, Status Category and Status, and Site, Status Category and Status:
  - **PM**: Number of PM work orders (Origin Type is PM).
  - **Non-PM**: Number of Non-PM work orders (Origin Type is Non-PM).
  - **Hours**: Sum of total hours.
  - **Cost**: Sum of total cost with tax.
  - **Past Due**: Count of the number of past due work orders. A work order is past due if the Status Category is "Assigned" and the Expected date on the work order is before the current day.
  - **Ratio PM to Non-PM**: Number of PM work orders divided by the number of Non-PM work orders.

- Metrics for Origin and Origin and Site:
  - **Assigned**: Number of work orders where Status Category is "Assigned".
  - **Completed**: Number of work orders where Status Category is "Completed".
  - **Percent Completed**: Number of work orders where Status Category is "Completed" divided by number of work orders where Status Category is "Assigned" or "Completed".
  - **Hours**: Sum of total hours.
  - **Cost**: Sum of total cost with tax.
  - **Past Due**: Count of the number of past due work orders. A work order is past due if the Status Category is "Assigned" and the Expected date on the work order is before the current day.

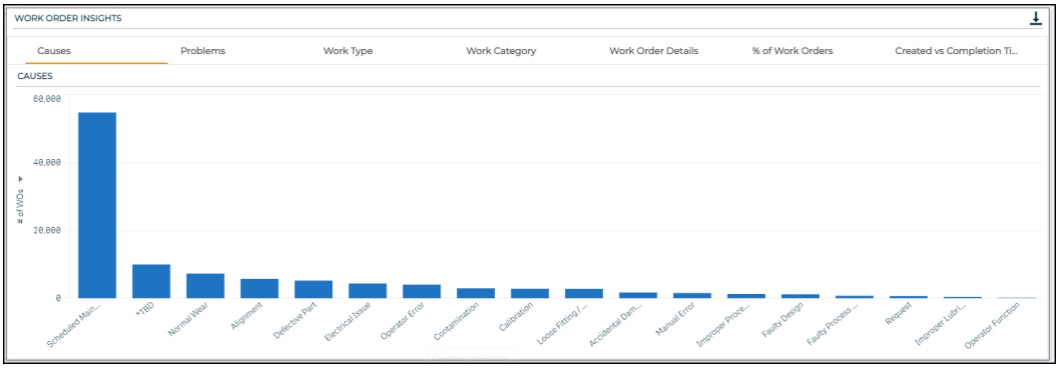


Status Category	PM	Non-PM	Hours	Cost	Past Due	Ratio PM to Non-PM
Totals	115,197	246,545	742,667	$30,260,563,431.46	3,718	46.7%
Archived	9,171	82,403	242,184	$223,733,994.02	0	11.1%
Assigned	4,415	1,234	6,425	$180,993.74	3,718	357.8%
Completed	101,542	161,948	493,820	$30,036,637,536.35	0	62.7%
Deferred	4	44	130	$4,357.53	0	9.1%
Denied	65	847	104	$6,549.82	0	7.7%
Request	0	7	4	$0.00	0	0.0%
RequestPendingApproval	0	62	0	$0.00	0	0.0%

Work Order Insights

Click the tabs at the top of this section to view the available tables and graphs. Use the triangle icon (▾) in each graph to change what is being measured in the graph.

- **Causes**: Displays the number of work orders, total work order cost, or total work order hours by Cause.
- **Problems**: Displays the number of work orders, total work order cost, or total work order hours by Problem.
- **Work Type**: Displays the number of work orders, total work order cost, or total work order hours by Work Type.
- **Work Category**: Displays the number of work orders, total work order cost, or total work order hours by Work Category.
- **Work Order Details**: Table that displays individual work order data with important fields such as Site, Location, Origin, Status, and more.
- **% of Work Orders**: Pie chart that displays the percentage of work orders by Priority, Work Type, Work Category, Site, or Location.
- **Created vs Completion Time**: Line graph that displays the number of work orders that were created or completed during a specific hour of the day.

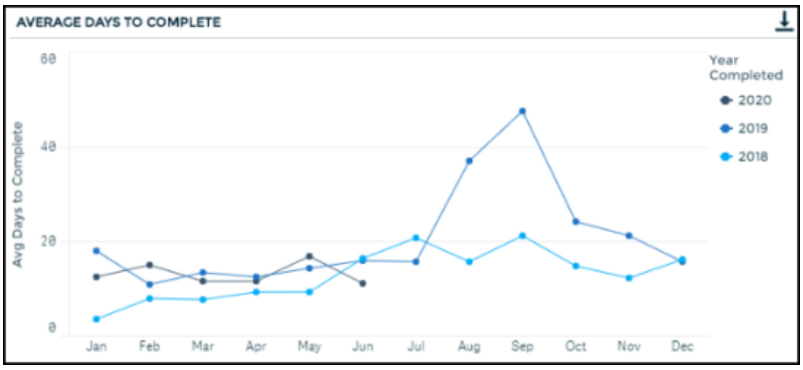


Workforce Overview

This dashboard gives insight into the allocation of work across your teams, their productivity, and how to increase efficiency at your organization.

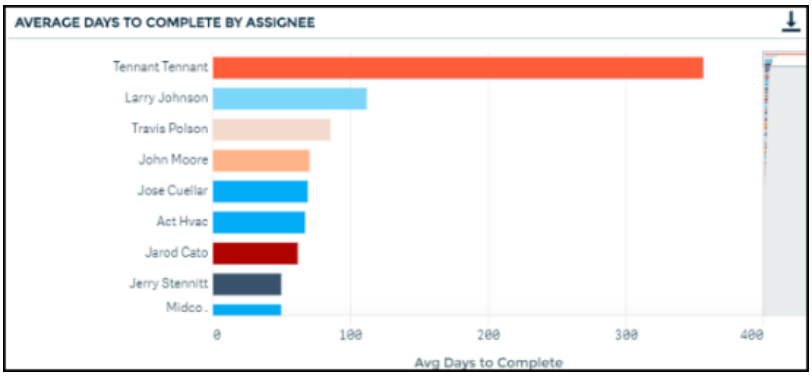
Average Days to Complete

Displays a trend showing the average number of days to complete work orders throughout the year.



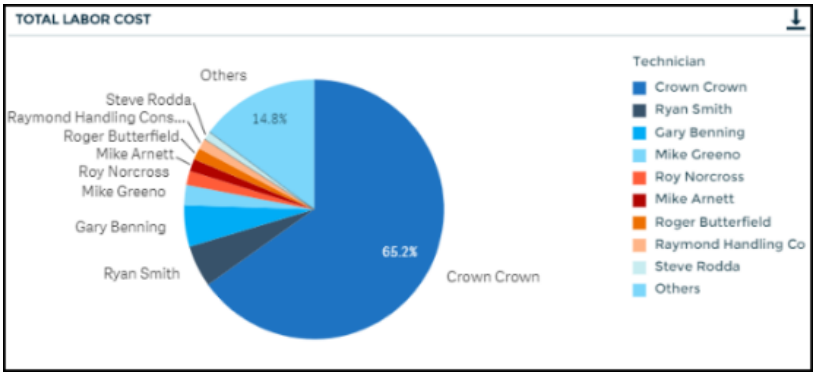
Average Days to Complete by Assignee

Displays the average number of days it takes to complete work broken down by assignee.



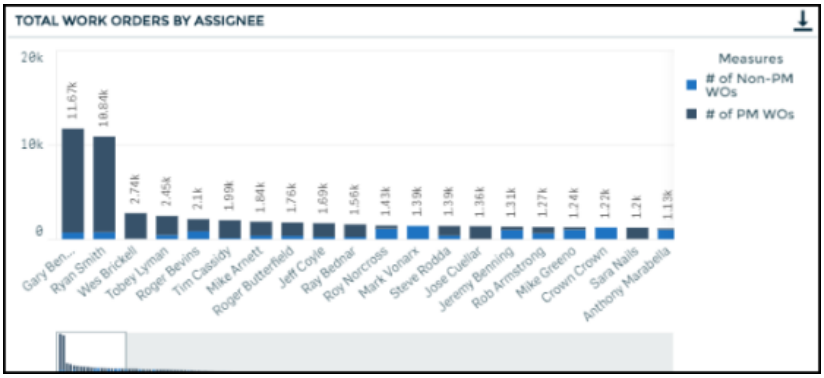
Total Labor Cost

Displays a pie chart showing the percentage of labor cost tracked, broken down by assignee.



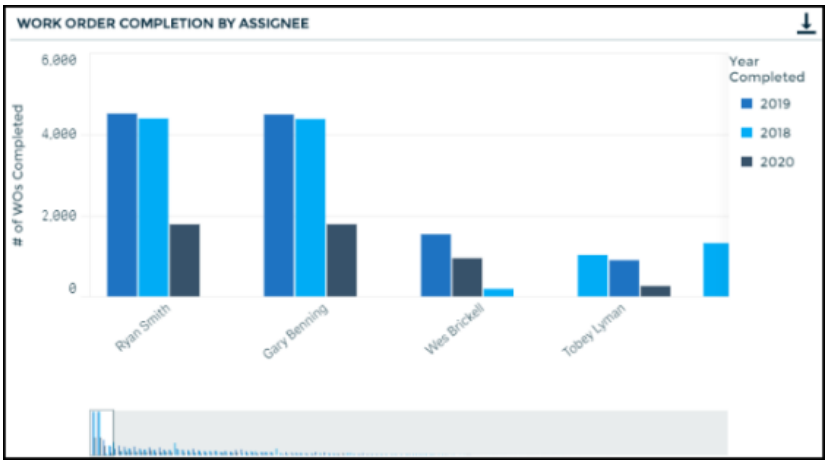
Total Work Orders by Assignee

Displays the total number of PM and non-PM work orders, based on the origin field, broken down by assignee.



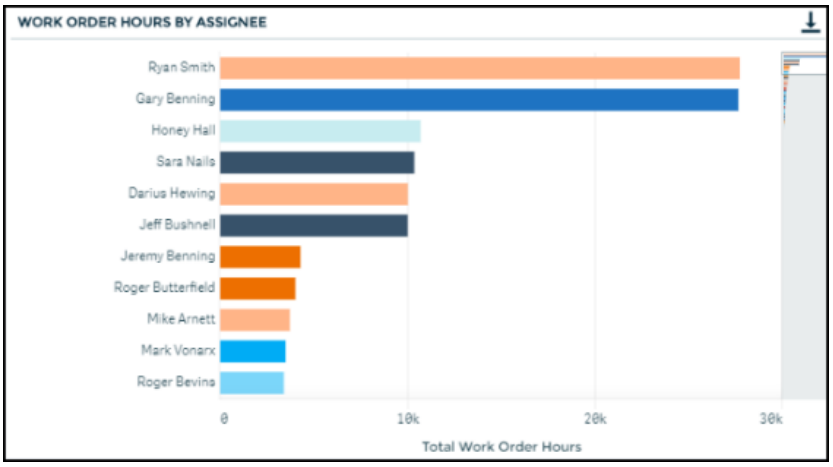
Work Order Completion by Assignee

Displays the number of work orders completed per assignee per year.



Work Order Hours by Assignee

Displays the total number of labor hours per assignee.



Assignee Work Summary

Displays the PM on time completion percentage, average days to complete non-PM work, total work order hours and costs per assignee.

ASSIGNEE WORK SUMMARY

Assigned To	On Time Completion % for PM Work	On Time Completion % for Non-PM	Average Days to Complete Work	Total Work Order Hours	Tota Orde
Technician# 5	98.9%	5.8%	2.6	24,480	$6
Technician# 8	11.4%	2.1%	115.2	1,036	$
Technician# 10	-	0.0%	-	0	
Technician# 11	20.0%	-	74.3	0	
Technician# 12	24.1%	8.9%	17.5	313	$
Technician# 18	-	0.0%	10.7	3	
Technician# 19	85.6%	18.9%	7.5	4,501	$1
Technician# 20	40.0%	3.8%	2.6	1,878	$
Technician# 21	-	80.0%	4.8	122	
Technician# 27	83.6%	26.0%	2.6	4,610	$1

Work Order Details by Assignee

Displays a table with work order details including the assignee and how many days it took to close the work order.

WORK DETAILS BY ASSIGNEE

Assigned To	WOID	Origin	Status	WorkType	WorkCategory	Calendar Days to Close	Total Work
1st Shift User	081868	PM	Assigned	-	*Preventive Maintenance (PM)	-	
1st Shift User	081954	PM	Completed	-	*Preventive Maintenance (PM)	4	
1st Shift User	082202	PM	Completed	-	*Preventive Maintenance (PM)	13	
1st Shift User	082203	PM	Completed	Preventive Maintenance	*Preventive Maintenance (PM)	20	

Asset Health Trending

This dashboard summarizes recent maintenance trends and asset characteristics to provide insight into how assets are performing, and which assets may need work and attention. We have included an Asset Health rank to enable you to prioritize attention to higher risk assets. This priority ranking is based on non-PM trends, critical non-PM trends, PM trends, and recent WO cost.

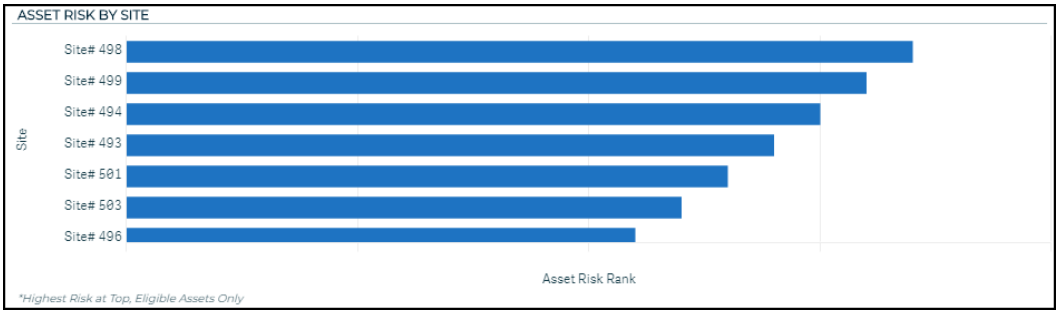
What is the eligibility criteria for an asset to have a priority ranking?

In order to receive an Asset Health rank based on each key component, there are certain eligibility criteria that need to be met by the asset.

- The eligibility criteria include assets that are up and functioning (based on keywords in the Asset Status field), assets with at least 12 months of work orders, and assets with at least 10 work orders over the last 12 months.
- If an asset is ineligible to receive an asset health rank, it will receive a rank of **Ineligible**. Even if an asset is ineligible to receive a ranking, you will still be able to click on any asset to view trends and KPIs, but those assets will not rise to the top of the Asset Health ranking list.

Asset Risk by Site

This chart provides a summary of the average Asset Risk rank by Site. The chart is sorted by highest average risk rank and allows you to filter into sites that have the highest risk assets.



Suggested High Risk Assets

Displays a list of assets prioritized by an Asset Heath rank that is based on the asset's recent maintenance history. The priority rank helps you to see which assets might be in need of major repair or replacement indicated by the amount of work done to the asset. The list is sorted by the priority rank and then secondarily sorted by the number of Work Orders.

SUGGESTED HIGH RISK ASSETS

Asset ID	Asset Number	Asset Name	Priority Rank	# WO
7190	1055-64-38-03	PUMP (GENERAL)	Low	12
7191	1055-64-44-01	GAS HOT WATER BOILER (BUILDING HEAT)	Low	11
7192	1055-64-66-01/01A	GAS DOMESTIC WATER HEATER / STORAGE TANK (DWH-1)	Low	5
7193	1055-64-CT	CERAMIC TILE	Low	3
7194	1055-BFP	BACKFLOW PREVENTION	Low	3

Key Components in Asset Health Prioritization

The Asset Health rank is comprised of four components:

Non-PM Trend

- The Non-PM Trend component of the Asset Health ranking specifically considers the trend of non-PM maintenance over the past 12 months, as well as a seasonal comparison of non-PM over the past quarter, as compared to non-PM over the same quarter of the previous year (i.e., last quarter vs. 5 quarters ago).
- The text identifies if non-PM work orders for the selected asset have been **Trending Up** or **Trending Down/Steady**.

Critical Non-PM Trend

- The Critical Non-PM Trend component specifically focuses on the trends seen over the past 12 months in high priority work orders. Non-PM are deemed to be “Critical” if the work order priority field includes particular keywords, like “Emergency” or “Critical.”
- The text identifies if critical non-PM work orders for the selected asset have been **Trending Up** or **Trending Down/Steady**.

PM Trend

- The PM Trend component analyzes whether or not an asset has ever had any preventative maintenance, or currently has PM schedules. It also considers the recent trends in both the quantity of PM, as well as the time it takes to complete PM work orders.
- The data from this component can be used to identify assets that have been deprioritized from a preventative maintenance perspective.
- The text identifies if there has been a **Favorable** pattern or **Unfavorable** pattern recently in PM work orders for the selected asset.

Recent WO Cost

- The Recent WO Cost component looks for recent, singular costs tied to work orders that are significant. In this case, significant means that they amount to a sizeable portion of the asset's value, which is determined by replacement cost. If replacement cost information is not available, it is determined by purchase price.
- If a significant Work Order cost is noted, this asset will be given a lower priority ranking, because that cost likely indicates that a major repair occurred. For example, if an asset is worth $10,000 and recently receives a $5,000 repair, it is reasonable to assume that a significant part of the asset was replaced, which should improve the asset's performance into the future. **Note: If there is no significant work order cost found, this component has no effect on the priority ranking.*
- The text indicates if a singular work order cost for the selected asset was **Significant** or **Not Significant**.

Recent KPIs (Rolling 12 Months)

These key performance indicators provide a snapshot of the current maintenance trends. The KPIs represent the past twelve months and update as the data reloads. **Note: We recommend selecting one asset name and/or asset number when looking at these KPIs.*

%Non-PM

- Shows the number of work orders over the last 12 months and the percentage of those that are non-PM work orders.
- These KPIs provide a quick look at how many work orders each asset has had and how many of those work orders have come from Non-Preventative Maintenance.
- **KPI Goal:** In most cases, depending on the asset's PM schedule, this percentage should be as low as possible.

% PM Completed

- Shows the number of PM work orders over the last 12 months and the percentage of those that are completed.
- These KPIs are meant to give you an idea of how the PMs for this asset are being prioritized and where gaps may be in your Preventative Maintenance plan.
- **KPI Goal:** Ideally, this percentage should be as high as possible.

Replacement Cost

- Shows the replacement cost of the asset, according to the replacement cost that appears on the asset page in AE, and the cost of non-PM work orders over the last 12 months. In this KPI, cost is based off of the Total Cost field from the Work Orders.
- These KPIs provide a quick comparison between how much money has been spent on non-PM (i.e., unanticipated) work, as compared to how much the asset is worth, if available. When this cost information is updated in AE, the data will be reflected in your analytics dashboard at the time of the next reload.

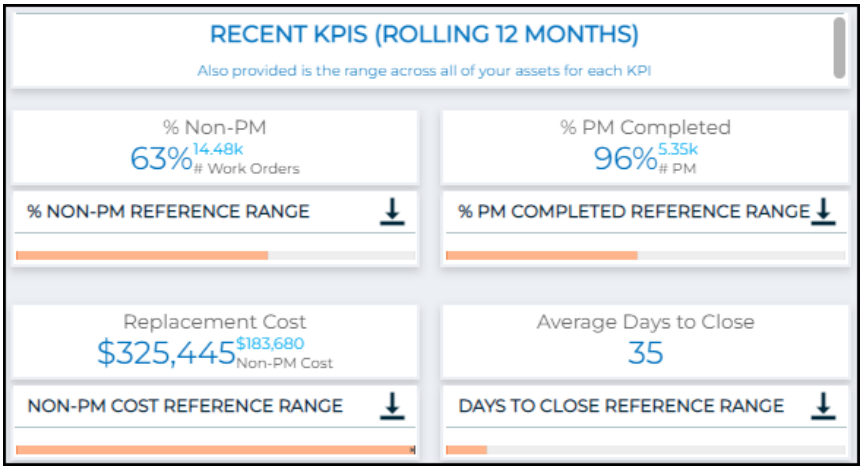
Average Days to Close

- Shows the average days it has taken to close work orders tied to the selected asset.
- This KPI is provides a snapshot of the length of time work orders tied to this asset are open.

Reference Ranges
There is a reference range below each KPI box, which compares a KPI to all of the other assets across your organization.

- The minimum and the maximum of the reference range is based on the minimum and maximum values for the KPI across all of your assets.

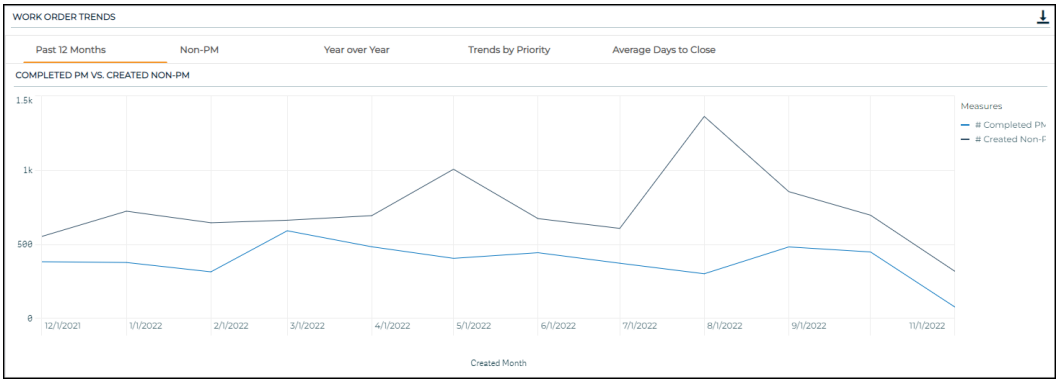
- The minimum and maximum values will update as you select different filters. For example, if you would like to compare an asset to all of the assets at one particular site, you will first need to select the site from the filters on the left side, and then select one asset at that site.



Work Order Trends

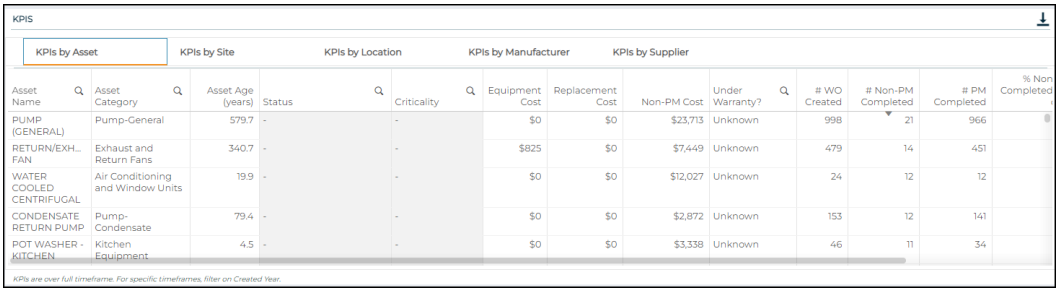
Displays a series of charts that allow you to dive deeper into the Asset Health priority components and visualize the recent trends associated with your assets. These charts will be most useful when a specific asset is selected.

- **Past 12 Months:** This chart displays the number of non-PM work orders and PM work orders an asset has had over the past 12 months.
- **Non-PM:** This chart shows the number of non-PM work orders an asset has had over the past twelve months, as well as an Upper Threshold and a Lower Threshold.
  - The thresholds are calculated by looking at the average number of non-PM work orders all assets in the same asset category have had and identifying the middle 50%, i.e., the 25th and 75th percentiles.
  - The thresholds serve to provide a better understanding of whether or not the number of non-PM work orders an asset has had is similar to the number of non-PM work orders similar assets have had.
- **Year over Year:** This chart provides a comparison of the number of work orders an asset has had by different years. On the y-axis, you can select to view **Created Non-PM Work Orders** or **Completed PM Work Orders**.
- **Trends by Priority:** This chart shows the work order counts over time by Work Order Priority.
- **Average Days to Close:** This chart shows the average days to close work orders over time by both PM and non-PM, side by side.



KPIs

Displays various KPIs by Asset, Site, Location, Manufacturer, and Supplier. Each table includes KPIs around asset value, total work order cost, work order counts, and work order completion.



Asset Name	Asset Category	Asset Age (years)	Status	Criticality	Equipment Cost	Replacement Cost	Non-PM Cost	Under Warranty?	# WO Created	# Non-PM Completed	# PM Completed	% Non Completed
PUMP (GENERAL)	Pump-General	579.7	-	-	$0	$0	$23,713	Unknown	998	21	966	
RETURN/EXH... FAN	Exhaust and Return Fans	340.7	-	-	$825	$0	$7,449	Unknown	479	14	451	
WATER COOLED CENTRIFUGAL	Air Conditioning and Window Units	19.9	-	-	$0	$0	$12,027	Unknown	24	12	12	
CONDENSATE RETURN PUMP	Pump-Condensate	79.4	-	-	$0	$0	$2,872	Unknown	153	12	141	
POT WASHER - KITCHEN	Kitchen Equipment	4.5	-	-	$0	$0	$3,338	Unknown	46	11	34	

Work Order Detail

This table displays all the work orders related to the selected asset and includes the date created, date completed, description of the work, and whether the work order was a PM work order or a non-PM work order. This data gives you the ability to dive deeper into the particular work orders associated with a selected asset.

WORK ORDER DETAIL

Asset Number	Asset Name	Asset Category	Work Order ID	Origin	Created Date	Completed Date	Days to Complete	Work Cause	Priority	Work Problem	Work Category
EDM-10-04-05	AIR HANDLING UNIT/SUPPLY	-	1971581	Non-PM	11/14/2022	-	0.0	-	Medium	-	HVAC
EDM-10-38-08	REHEAT COIL PUMP	Pump-General	1971582	Non-PM	11/14/2022	-	0.0	-	Medium	Plumbing	PLUMBING/M
WLC-39-44-02	STEAM BOILER FOR HUMIFICATI...	Steam Generators (Boilers)	1971588	Non-PM	11/14/2022	-	0.0	-	Medium	-	HVAC
CHCP-01-44-02	BOILER	Steam Generators	1971478	Non-PM	11/9/2022	-	0.0	-	Medium	-	HVAC

Asset Detail

This table displays various pieces of asset information, including the Asset Category, Make, Model, Purchase Date, Asset and Replacement Cost, Warranty Expiration Date, Asset Status, and Criticality.

ASSET DETAIL

Asset ID	Asset Number	Asset Name	Category	Asset Age	Make	Model	Purchase Date	Equipment Cost	Repla
7165	1047-62-37-01	SUMP PUMP	Sump Pumps	5	-	-	-	$0.00	
7166	1047-62-37-02	SUMP PUMP	Sump Pumps	5	-	-	-	$0.00	
7167	1047-62-38-02	PUMP (GENERAL)	Pump-General	5	-	-	-	$0.00	
7168	1047-62-38-03	PUMP (GENERAL)	Pump-General	5	-	-	-	$0.00	

Machine Health Summary

This dashboard helps you gain insight into the health of your assets based on meter reading trends over time. The filters on the left side of the dashboard allow for the selection of different Asset Categories, Asset Names and Numbers, Meter Names and Numbers, Years, and Months. **Note: Machine Health Summary data is only available for clients with meter readings in Asset Essentials. Learn more about entering Meter Reading data in Asset Essentials.*

Meter Value Read by Date Read

Select a **Meter** (Meter Name and/or Meter Number) and an **Asset** (Asset Name and/or Asset Number) in the filter section in order for the graph to populate. This line graph contains four trendlines:

- **Value Read** - represents the meter readings at different points in time.
- **Minimum Threshold** - represents the user-defined minimum threshold for the selected meter.
- **Maximum Threshold** - represents the user-defined maximum threshold for the selected meter.
- **Linear Trendline** - appears as a dashed line on the chart and represents the best-fit regression line.

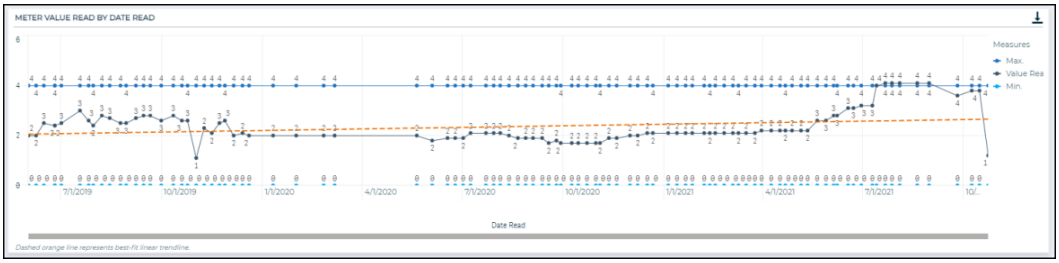
How to interpret the graph

The slope, or incline, of the linear trendline is used to highlight meters that may be steadily approaching the minimum or maximum thresholds. For example, a linear trendline may reveal an increasing trend over time, whereas on a day by day basis, it may be difficult to see that values are steadily increasing.

The points on the line graph can be used to easily see when the meter reading is outside the set minimum or maximum thresholds. For example, if a meter measures the temperature of a certain asset, and the meter reading temperature value is above the threshold maximum during a certain time period, further investigation into the related work orders during that time period may help uncover if the asset was functioning optimally or needed a repair. Meter reading values that fall outside of the set thresholds, especially at an increasing rate, may also be a helpful leading indicator that an asset could be about to fail, and some preventive maintenance may be beneficial.

How is the linear trendline calculated?

The linear trendline is derived by minimizing the sum of squared errors, or essentially minimizing the distance between the trendline and each actual value. The trendline is fit using the linear regression equation, $y = mx + b$.



Meter Reading Details

This table provides the raw data for the information displayed in the line graph. It displays several columns, including Asset Number, Asset Name, Meter Title Name, Date Read, Value Read, Threshold Min. and Threshold Max, as well as a color-coded status indicator. The average and standard deviation of the selected meter's readings are also calculated and shown at the end of this table.

The Meter Title Name is color coded as either red, yellow, or green. The color of the meter title reflects the relationship between the meter readings and the user-defined thresholds.

- **Red** ●: The meter readings have exceeded the minimum or maximum thresholds in the past 365 days.
- **Yellow** ●: The meter readings have not exceeded the minimum and maximum thresholds but the slope of the linear trendline is either greater than 0.5 or less than -0.5, indicating that there is either a steep increase or steep decrease, respectively. This helps to highlight assets that may be steadily approaching either the minimum or maximum thresholds.
- **Green** ●: The meter readings are relatively stable. The values have not exceeded the minimum and maximum thresholds and the slope of the linear trendline is between -0.5 and 0.5, meaning the trendline is not too steep.

How are these numbers calculated?

- The **Average Value Read for Meter** column calculates the average value for the meter over all time. This can be used to compare individual meter readings to the overall average, especially the most recent readings.
- The **Standard Deviation Value Read for Meter** column calculates the standard deviation of the values read for the meter over all time. The standard deviation represents the amount of dispersion in a set of values. This statistic gives an estimate for how far individual meter reading values tend to be from the average meter reading value. Higher standard deviations indicate that the meter reading values tend to be more spread out, which could be useful in anticipating meters that may exceed threshold values. It is also worth noting that standard deviation tends to be more sensitive to outliers, or large spikes in the meter reading data, which could be used to highlight meters that have had significant spikes and need attention, even if they have not exceeded the user-defined thresholds.

METER READING DETAILS

Stoplight	Asset Number	Asset Name	Meter Name	Meter Number	Date Read	Threshold Min.	Threshold Max.	Value Read	Average Value Read for Meter	Standard Deviation Value Read for Meter
● Red	34076	[illegible]	[illegible]	-	6/1/2019 5:12:41 PM	0	4	2.00	2.37	0.64
● Red	34076	[illegible]	[illegible]	-	6/8/2019 3:59:14 PM	0	4	2.00	2.37	0.64
● Red	34076	[illegible]	[illegible]	-	6/15/2019 5:38:59 PM	0	4	2.50	2.37	0.64
● Red	34076	[illegible]	[illegible]	-	6/25/2019 5:42:15 PM	0	4	2.40	2.37	0.64
● Red	34076	[illegible]	[illegible]	-	6/25/2019 5:48:44 PM	0	4	2.40	2.37	0.64

Colors of Meter Name are determined by meter reading history. Please visit help.dudesolutions.com for more information.

Work Order Details

This table displays all the work orders related to the selected meter and includes the date created, date completed, description of the work, and whether the work order was a PM work order or a non-PM work order. This data gives you the ability to assess the amount of maintenance associated with an asset in light of the status of its associated meters. For example, assets that have meters that are in either red or yellow status may benefit from additional or more frequent preventive maintenance. You also have the ability to see if a preventive maintenance schedule was created in response to a meter exceeding one of the user-defined thresholds, based on the date of the meter reading and the date of the work order.

WORK ORDER DETAILS

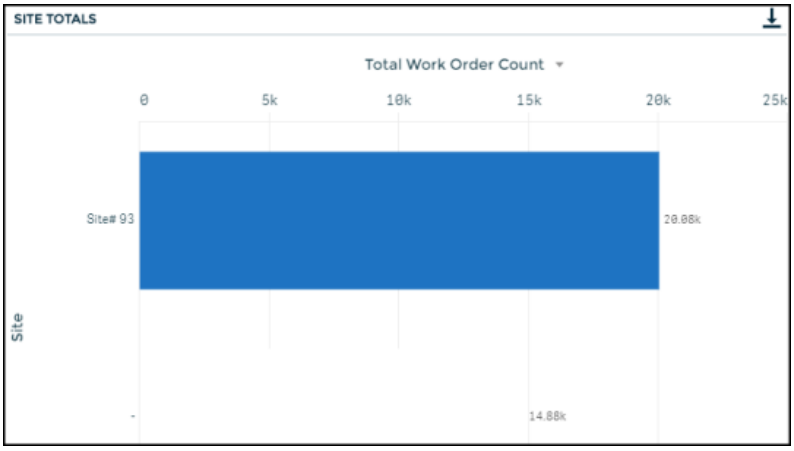
Asset Name	Meter Name	WOID	Origin	Date Created	Date Completed	Description
[illegible]	Hour Meter	0000013698	PM	8/29/2019	08/30/2019	pang1 PM
[illegible]	Hour Meter	0000013699	PM	8/29/2019	08/30/2019	pang2 PM
[illegible]	Hour Meter	0000013700	PM	8/29/2019	08/30/2019	pang 1 machine grease
[illegible]	Hour Meter	0000013701	PM	8/29/2019	08/30/2019	pang 2 machine grease
[illegible]	Hour Meter	0000019854	PM	10/2/2019	10/02/2019	Grease pang 3
[illegible]	Hour Meter	0000026663	PM	10/30/2019	10/30/2019	pang 1 Roto grease
[illegible]	Hour Meter	0000030228	PM	11/13/2019	11/13/2019	Grease pang 3
[illegible]	Hour Meter	0000038282	PM	12/16/2019	12/17/2019	pang 1 machine grease
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Site

This dashboard allows you view work order information at the site level to review operational effectiveness.

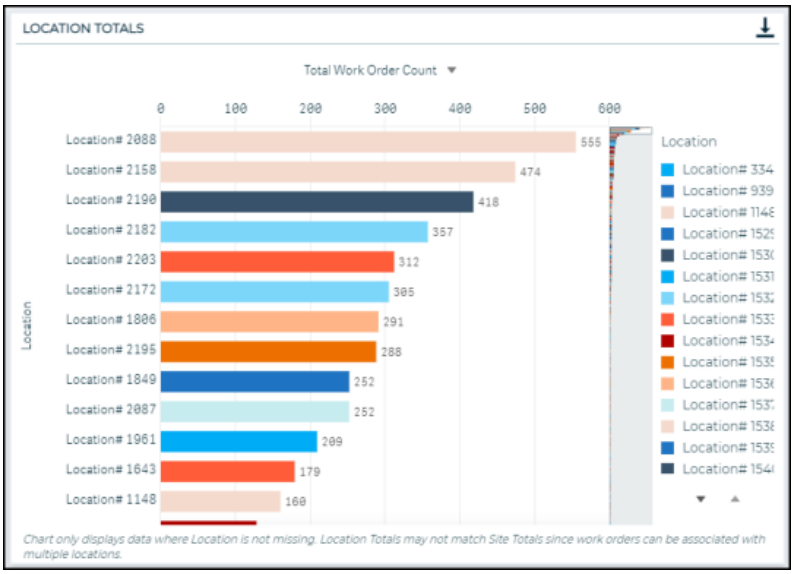
Site Totals

Displays the work order count by site. Use the triangle icon (▼) to view total downtime, total work order cost, or total work order hours by site. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one site.*



Location Totals

Displays the work order count by locations at the site. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one site.*



Work Order and Site Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND SITE DETAILS

WOID	Site	Work Category	Date Requested	Estimated Start Date	Actual Completion Date	Status	Age of Work Order	Total Work Order Hours
Totals							79	19,486.40
WO0000006...	Site# 122	Plumbing	11/13/2020	11/13/2020	11/13/2020	Completed	0	2.00
WO0000006...	Site# 122	General Maintenance	11/13/2020	11/13/2020	11/13/2020	Completed	0	4.00
WO0000006...	Site# 122	Mechanical / HVAC	11/15/2020	11/15/2020	11/15/2020	Completed	0	7.50
WO0000006...	Site# 122	Electrical	11/15/2020	11/15/2020	11/15/2020	Completed	0	0.50
WO0000006...	Site# 122	Electrical	11/15/2020	11/15/2020	11/16/2020	Completed	1	0.50
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	11/19/2020	Completed	6	0.25
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	11/13/2020	Completed	0	1.00
WO0000006...	Site# 122	Mechanical / HVAC	11/15/2020	11/15/2020	11/15/2020	Completed	0	1.00
WO0000006...	Site# 122	Mechanical / HVAC	11/13/2020	11/13/2020	11/13/2020	Completed	0	0.50
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	11/13/2020	Completed	0	0.50
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	11/13/2020	Completed	0	1.00
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	11/13/2020	Completed	0	0.50
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	11/15/2020	Completed	2	2.50
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	12/03/2020	Completed	20	1.00
WO0000006...	Site# 122	Electrical	11/13/2020	11/13/2020	-	Declined	305	0.00
WO0000005...	Site# 122	Plumbing	10/07/2020	10/7/2020	-	Declined	342	0.00
WO0000013...	Site# 122	General Maintenance	08/22/2021	8/25/2021	08/27/2021	Completed	2	0.00
WO0000013...	Site# 122	General Maintenance	08/25/2021	8/25/2021	08/31/2021	Completed	6	5.00

Site Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Sites.

SITE COMPLETION RESULTS

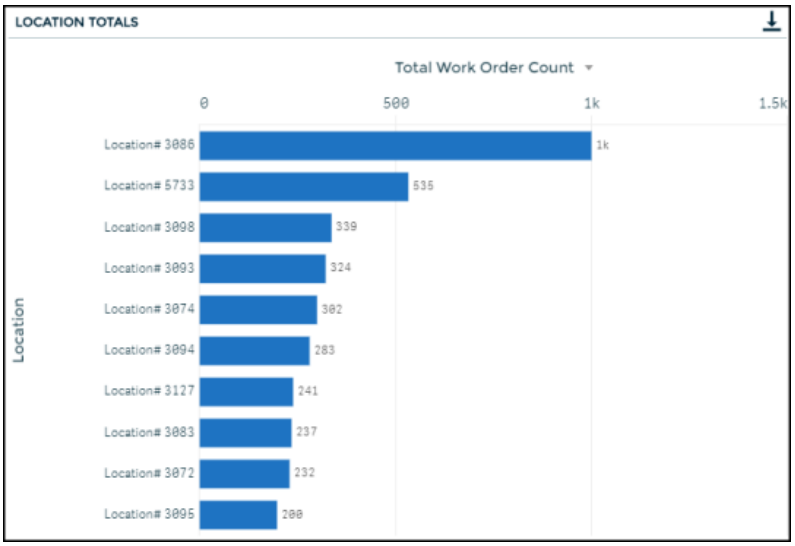
Site	Year Completed	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month
Totals		**33,412**	**33,367**	**89,412.58**	**$6,531,707.88**	**14**	**23,283**	**79%**	**10,129**	**79%**
Site# 93	2020	1	1	0.00	$0.00	387	1	0%	0	-
Site# 93	2019	3,948	3,945	11,660.40	$1,163,079.87	23	2,547	74%	1,401	76%
Site# 93	2018	15,577	15,562	36,267.43	$2,616,101.45	14	11,153	78%	4,424	76%
Site# 93	2017	5	5	2.00	$84.58	-158	5	100%	0	-
-	2020	1,843	1,836	4,725.86	$346,321.64	14	1,243	81%	600	77%
-	2019	12,038	12,018	36,756.89	$2,406,120.33	12	8,334	82%	3,704	83%

Location

This dashboard allows you to drill down to the location level to review operational effectiveness.

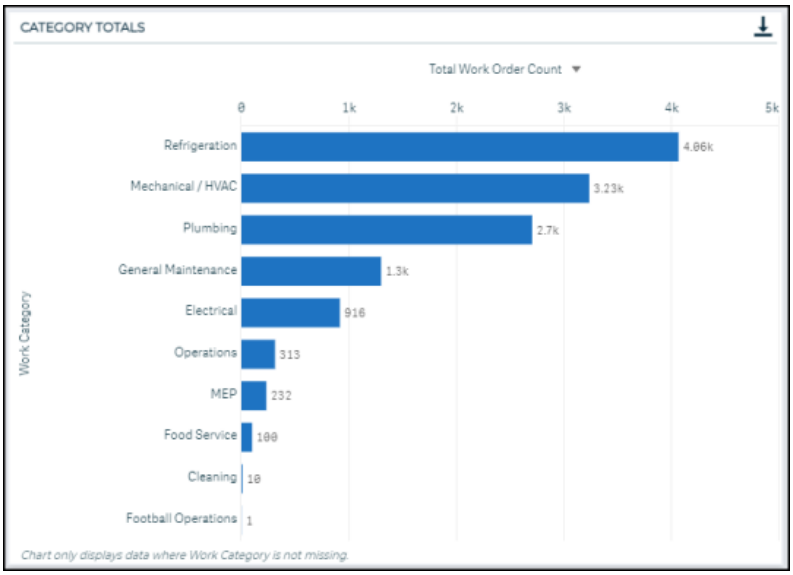
Location Totals

Displays the work order count by Location. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one location.*



Category Totals

Displays the work order count by Work Category. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one location.*



Work Order and Location Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND LOCATION DETAILS

WOID	Site	Location	Work Category	DateR...	Estimated Start Date	Actual Completion Date	Status	Age of Work Order	Total Work Order Hours	Cost
Totals								24	90,751.33	$7,138,765.48
1917059	Site# 93	Location# 3037	SPECIAL CREW	3/22/2019	3/22/2019	4/5/2019	Closed	14	0.50	$14.02
1915272	Site# 93	Location# 3037	CUSTODIAL	2/7/2019	2/8/2019	8/2/2019	Closed	175	10.00	$280.40
1914566	Site# 93	Location# 3037	PLUMBING/MM	1/28/2019	1/28/2019	1/31/2019	Closed	3	2.00	$86.28
1914515	Site# 93	Location# 3037	SPECIAL CREW	1/25/2019	1/25/2019	1/28/2019	Closed	3	1.00	$28.04
1914260	Site# 93	Location# 3037	SPECIAL CREW	1/16/2019	1/17/2019	1/25/2019	Closed	8	1.50	$42.06
1813439	Site# 93	Location# 3037	ELECTRICAL	12/24/2018	12/24/2018	1/2/2019	Closed	9	2.00	$129.42

Location Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Locations.

LOCATION COMPLETION RESULTS

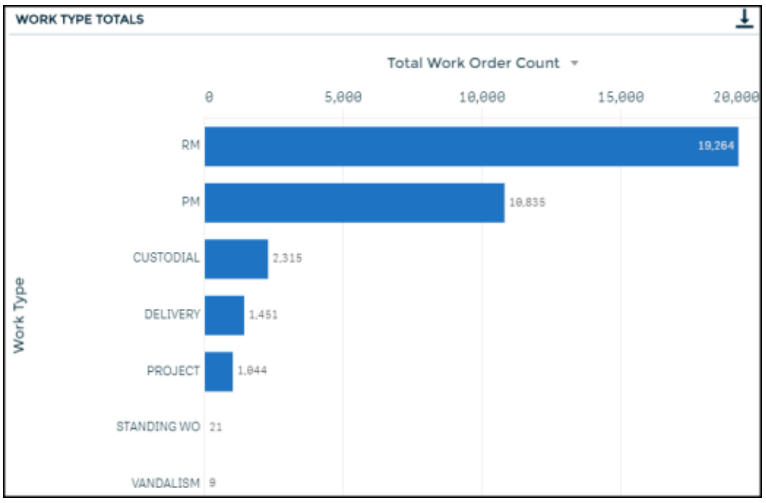
Location	Site	Year Comp...	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month
Totals			33,412	33,367	89,412.58	$6,531,707.88	14	23,283	79%	10,129	79%
Location# 4479	Site# 93	2020	1	1	0.00	$0.00	387	1	0%	0	-
-	-	2020	1,843	1,836	4,725.86	$346,321.64	14	1,243	81%	600	77%
Location# 3072	Site# 93	2019	55	55	181.75	$12,700.41	35	10	60%	45	78%
Location# 3074	Site# 93	2019	61	61	149.50	$11,749.66	30	8	38%	53	66%
Location# 3083	Site# 93	2019	57	57	110.75	$6,146.24	35	9	22%	48	71%
Location# 3086	Site# 93	2019	203	203	432.75	$41,809.01	31	32	50%	171	74%
Location# 3093	Site# 93	2019	78	78	113.00	$5,682.49	24	10	70%	68	79%

Type

This dashboard allows you to view work order information by work type to gain insight into what type of maintenance your organization is spending time on.

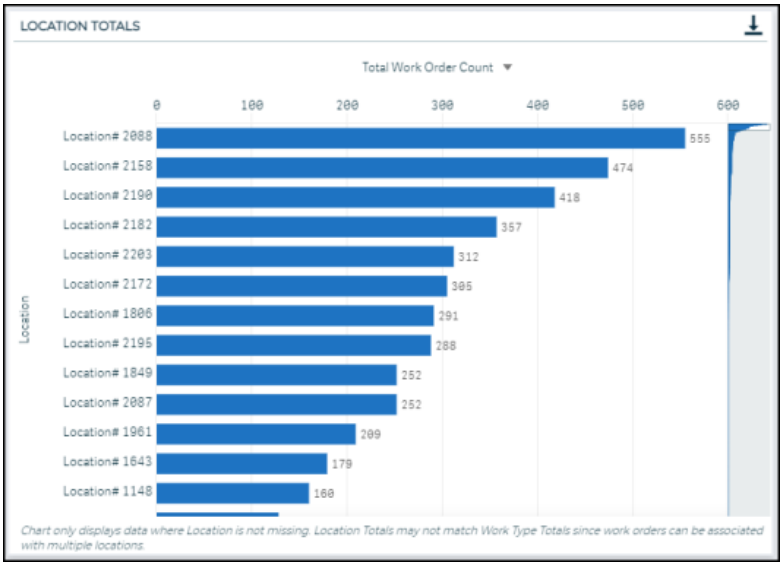
Work Type Totals

Displays the work order count by Work Type. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours.



Location Totals

Displays the work order count by Location. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one location.*



Work Order and Type Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND TYPE DETAILS

WOID	Work Type	Work Category	C...	Estimated Start Date	Actual Complet... Date	Status	Si...	L...	Age of Work	Total Work Order Hours	Cost
Totals									24	90,751.33	$7,138,765.48
1932100	CUSTODIAL	CUSTODIAL	-	2/14/2020	-	In Progress	-	-	3	0.00	$0.00
1932096	CUSTODIAL	CUSTODIAL	-	2/14/2020	-	In Progress	-	-	3	0.00	$0.00
1932095	CUSTODIAL	CUSTODIAL	-	2/14/2020	-	In Progress	-	-	3	0.00	$0.00
1932094	CUSTODIAL	CUSTODIAL	-	2/14/2020	2/14/2020	Completed	-	-	0	0.50	$14.02
1932076	CUSTODIAL	CUSTODIAL	-	2/13/2020	2/13/2020	Completed	-	-	0	0.25	$7.01

Work Type Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Work Types.

WORK TYPE COMPLETION RESULTS

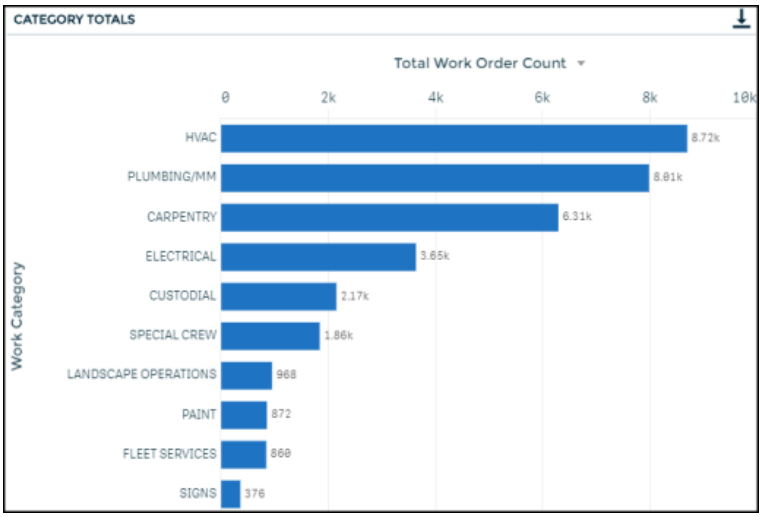
Work Type	Year Completed	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month
Totals		33,412	33,367	89,412.58	$6,531,707.88	14	23,283	79%	10,129	79%
CUSTODIAL	2020	101	101	114.26	$3,284.78	4	101	90%	0	-
CUSTODIAL	2019	1,052	1,052	1,878.80	$54,697.88	7	1,052	84%	0	-
CUSTODIAL	2018	990	988	1,396.00	$42,243.70	6	990	85%	0	-
DELIVERY	2020	75	75	100.25	$2,811.01	4	75	91%	0	-
DELIVERY	2019	755	753	1,144.75	$31,889.76	8	755	82%	0	-
DELIVERY	2018	564	564	843.25	$23,416.14	7	564	82%	0	-

Category

This dashboard allows you to view work order information by category to gain insight into what categories of maintenance your organization is spending time on.

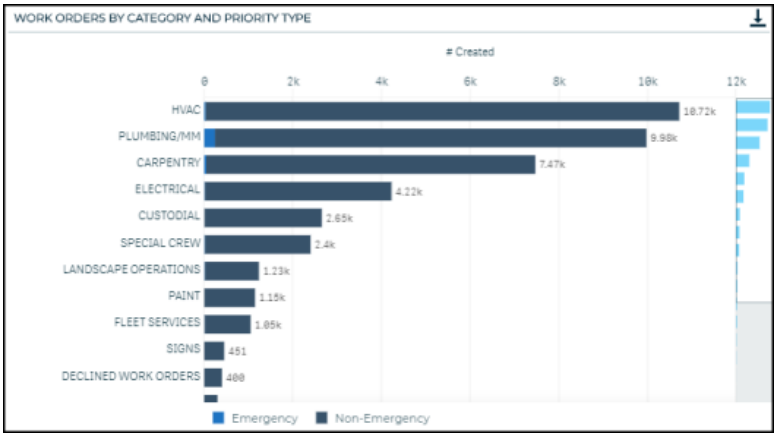
Category Totals

Displays the work order count by Work Category. Use the triangle icon (▾) to view total work order cost.



Work Orders by Category and Priority Type

Displays the work order count by Work Category, broken down by Emergency and Non-Emergency work orders. Emergency work orders have a priority of Critical.



Work Order and Category Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND CATEGORY DETAILS

WOID	Work Category	C...	Estimated Start Date	Actual Completion Date	Status	Site	Location	Age of Work	Total Work Order Hours	Cost
Totals								24	90,751.33	$7,138,765.48
1932101	CARPENTRY	-	2/14/2020	2/14/2020	Completed	-	-	0	12.00	$517.68
1932099	CARPENTRY	-	2/14/2020	-	In Progress	-	-	3	0.00	$0.00
1932097	CARPENTRY	-	2/14/2020	-	In Progress	-	-	3	0.50	$21.57
1932086	CARPENTRY	-	2/14/2020	2/14/2020	Completed	-	-	0	0.50	$21.57
1932085	CARPENTRY	-	2/14/2020	2/14/2020	Completed	-	-	0	1.00	$43.14
1932084	CARPENTRY	-	2/14/2020	2/14/2020	Completed	-	-	0	0.75	$32.35

Work Category Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Work Categories.

WORK CATEGORY COMPLETION RESULTS

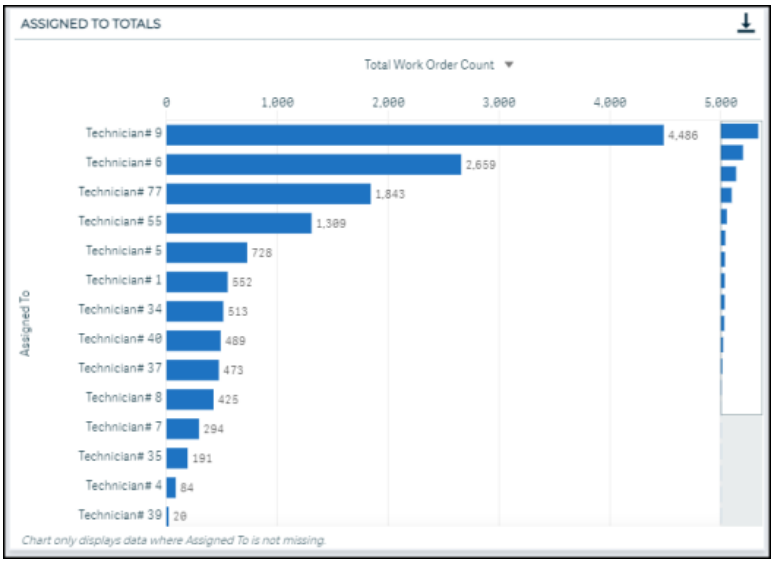
Work Category	Year Completed	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month
Totals		33,412	33,367	89,412.58	$6,531,707.88	14	23,283	79%	10,129	79%
CARPENTRY	2020	388	385	1,195.15	$73,011.38	11	370	82%	18	33%
CARPENTRY	2019	2,939	2,939	9,726.44	$867,824.45	10	2,832	83%	107	29%
CARPENTRY	2018	2,874	2,873	7,584.68	$884,375.57	8	2,794	83%	80	34%
CUSTODIAL	2020	104	104	151.01	$4,346.86	4	104	89%	0	-
CUSTODIAL	2019	1,075	1,075	2,049.80	$65,889.96	7	1,074	84%	1	0%
CUSTODIAL	2018	840	838	1,541.75	$46,132.10	7	840	83%	0	-

Team/Individual

This dashboard gives you insight into the allocation of work across your teams, their productivity, and how to improve efficiency at your organization.

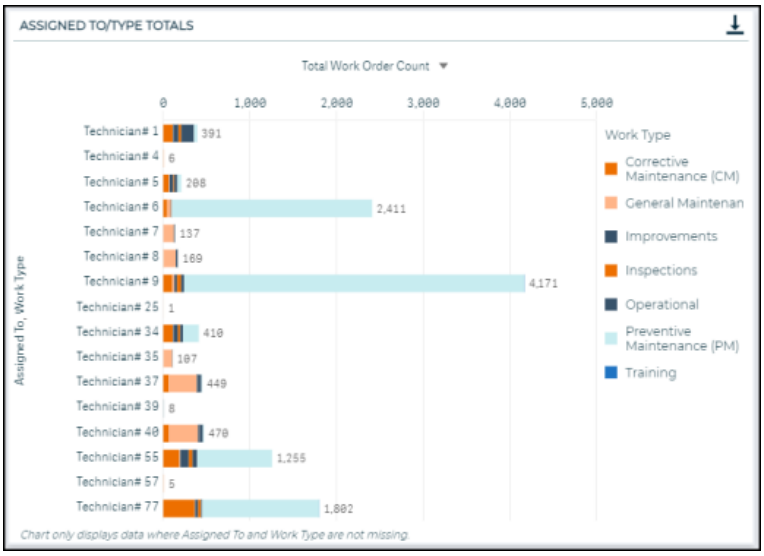
Assigned To Totals

Displays the work order count by Assigned To. Use the triangle icon (▼) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one assignee.*



Assigned To/Type Totals

Displays the work order count by Assigned To and Work Type. Hover over a color to see the work order count for that specific Work Type. Use the triangle icon (▼) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one assignee.*



Work Order and Assigned To Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND ASSIGNED TO DETAILS

WOID	Assigned To	Location	Work Category	Cause	DateRequest...	Actual Completion Date	Stat...	Age of Work	Total Work Order Hours	Cost
Totals								25	93,881.54	$7,328,561.64
1917036	Technician# 1	Location# 3892	CENTRAL STORES	-	3/21/2019	3/21/2019	Closed	0	0.00	$129.50
1915470	Technician# 1	Location# 3711	CENTRAL STORES	-	2/14/2019	2/14/2019	Closed	0	0.00	$129.50
1914496	Technician# 1	Location# 3428	CENTRAL STORES	-	1/24/2019	1/24/2019	Closed	0	0.00	$325.00
1813031	Technician# 1	Location# 3428	CENTRAL STORES	-	12/7/2018	12/10/2018	Closed	3	0.00	$162.50
1808101	Technician# 1	Location# 3711	CENTRAL STORES	-	8/31/2018	8/31/2018	Closed	0	0.00	$162.50

Assigned To Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten assignees.

ASSIGNED TO COMPLETION RESULTS

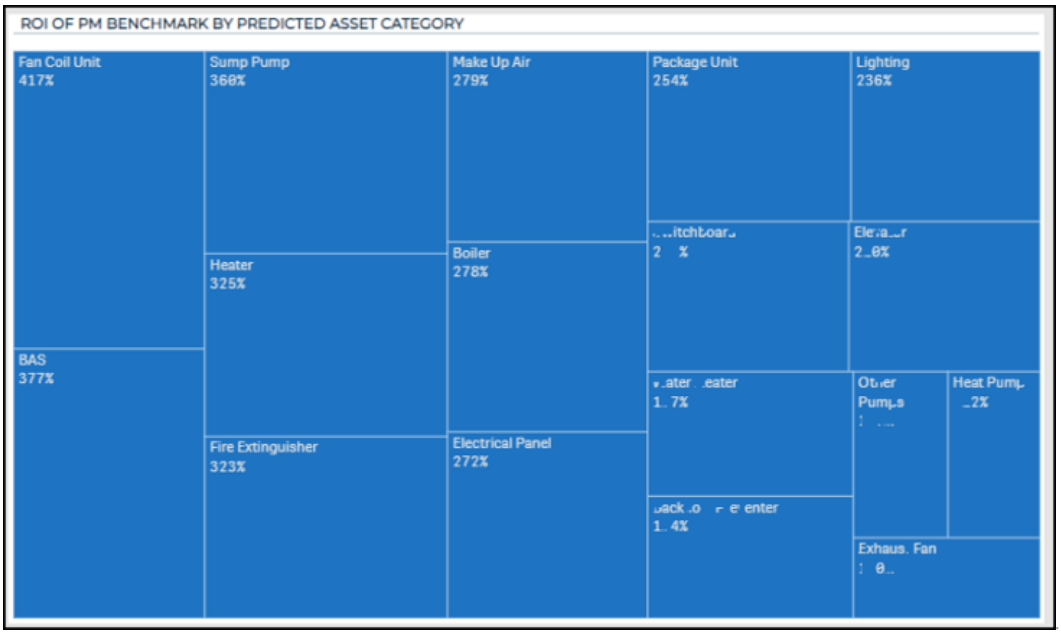
Assigned To	Year Completed	# Created	# Completed	Age of Work Order	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month
Totals		34,679	34,626	14	92,640.54	$6,724,471.47	14	24,008	79%	10,671	79%
Technician# 1	2019	5	5	172	0.00	$10,694.86	172	5	60%	0	-
Technician# 1	2018	5	5	1	0.00	$595.63	1	5	100%	0	-
Technician# 5	2019	1	1	0	0.00	$0.00	0	1	100%	0	-
Technician# 5	2018	216	216	9	38.00	$1,607.02	10	192	73%	24	79%
Technician# 5	2017	1	1	-	0.00	$0.00	-184	1	100%	0	-
Technician# 6	2018	2	2	14	0.00	$0.00	15	2	0%	0	-

Asset

This dashboard provides information about which assets are requiring the most investment in time and money. You can also identify how planned maintenance can decrease downtime.

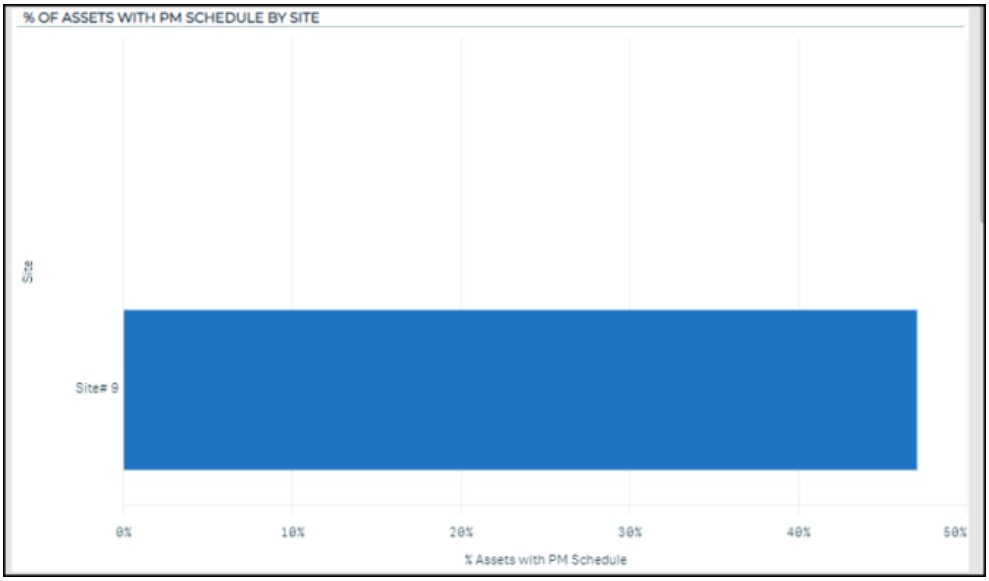
ROI of PM Benchmark by Predicted Asset Category

Displays the ROI of PM Benchmark for each predicted asset category. The information is displayed in a waterfall chart where the sizes of the boxes adjust based on how many assets you have in that category. The largest box corresponds to the predicted asset category with the most assets.



% of Assets with PM Schedule by Site

Displays the percentage of assets with a PM schedule by each site. This chart can help you understand which sites have the most assets with a PM schedule and which sites could benefit the most from a more enhanced PM program.



ROI of PM Benchmark Detail

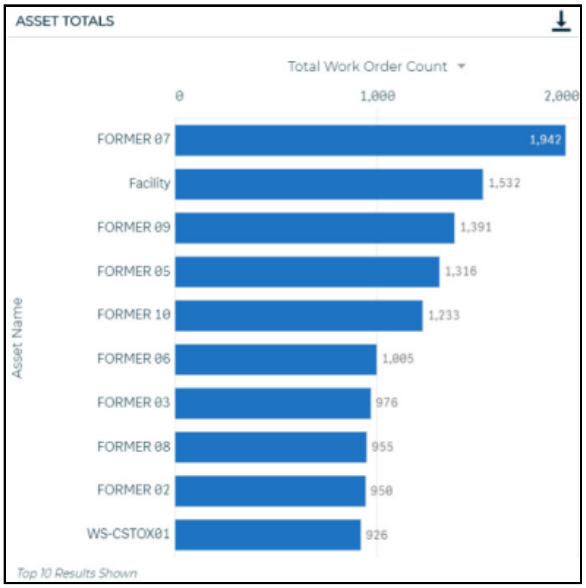
Displays a table with information on each asset, including:

- The asset's corresponding predicted asset category
- ROI of PM Benchmark
- Whether or not the asset has an active PM schedule
- The number of PMs the asset has had over the dashboard time frame
- The percentage of PMs that have been completed

AssetID	AssetName	Predicted Asset Category	ROI of PM Benchmark	PM Schedule Present?	# PM	% PM Completed
84	Automated External Defibrillator	N/A	-	Yes	7	0%
95	BackFlow Preventer	Backflow Preventer	184%	Yes	1	0%
27	Boiler	Boiler	278%	Yes	10	0%
28	Boiler	Boiler	278%	Yes	10	0%
46	Building Automation System	BAS	377%	Yes	1	0%
111	Dishwasher	N/A	-	Yes	2	0%
113	Elevator	Elevator	210%	Yes	5	0%
115	Elevator	Elevator	210%	Yes	5	0%
83	Emergency Exit Signs	N/A	-	Yes	8	0%
82	Emergency Lights	Lighting	236%	Yes	8	0%
107	Exhaust Hood	N/A	-	Yes	1	0%
41	Fan Coil Unit	Fan Coil Unit	417%	Yes	3	0%
55	Fan Coil Unit	Fan Coil Unit	417%	Yes	3	0%
57	Fan Coil Unit	Fan Coil Unit	417%	Yes	3	0%
1	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	0%
2	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	0%
3	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	0%
4	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	0%

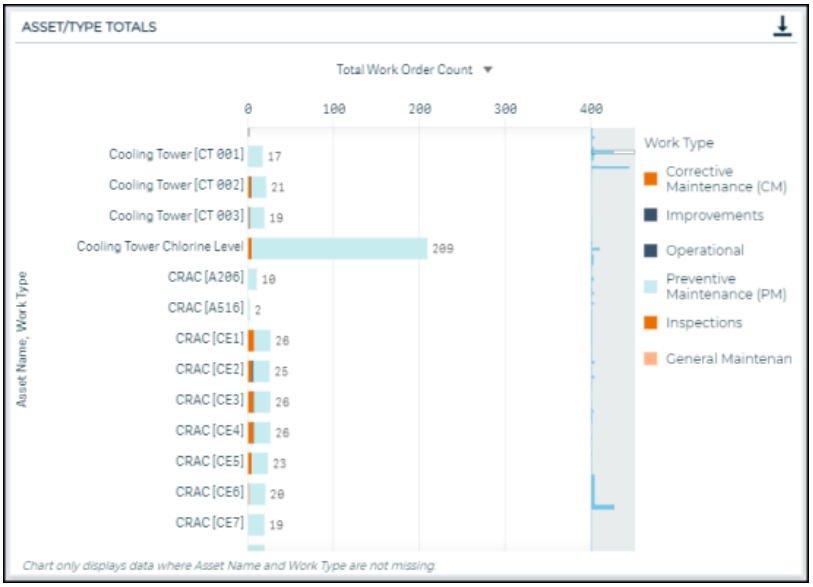
Asset Totals

Displays the work order count by Asset. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one asset.*



Asset/Type Totals

Displays the work order count by Asset and Work Type. Hover over a color to see the work order count for that specific Work Type. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours. **Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one asset.*



Work Order and Asset Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND ASSET DETAILS

WOID	Asset Name	Location	Work Category	Cause	DateRequest...	Actual Com... Date	Status	Age of Work Order	Total Work Order Hours	Cost
Totals								51	982,051.29	$3,635,875.56
123456789	F1D-Grinder	Location# 400	Corrective Maintenance	Mechanical - Wear (Normal)	06-19-2018	6/19/2018	Completed	0	2.00	$50.00
0000127024	F-314	Location# 830	Planned Maintenance		02-01-2020	-	Assigned	52	0.00	$0.00
0000127023	F-313	Location# 830	Planned Maintenance		02-01-2020	-	Assigned	52	0.00	$0.00
0000127022	F-312	Location# 830	Planned Maintenance		02-01-2020	-	Assigned	52	0.00	$0.00

Asset Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Assets.

ASSET COMPLETION RESULTS

Asset Name	Year Com...	# Creat...	# Comp...	Age of Work Order	Total Work Order Hours	Cost	Avg Days to	# Reacti... Comp...	% RM Comp Week	# PM Comp...
Totals		98,592	94,835	27	979,493.95	$3,586,973.03	10	52,246	93%	46,346
Facility	2020	109	106	5	193.53	$6,238.38	3	6	50%	103
Facility	2019	866	829	10	982.13	$31,095.77	1	80	80%	786
Facility	2018	527	507	24	576.68	$8,508.50	3	41	49%	486
FORMER 02	2020	70	70	1	243.50	$153.00	1	66	98%	4
FORMER 02	2019	519	517	4	113,068.33	$112,764.16	3	499	98%	20

Open Work Orders

This dashboard shows open work order counts grouped by days aged, such as 0-30 days or 31-60 days, to identify barriers within your operations.

- Cells that are highlighted have over 5 open requests.
- Each column is highlighted with a different color to indicate the increase in time.
- The Totals column is highlighted when there are over 20 requests.
- Open requests include work orders that display any of the following keywords in the Status field: "In Progress", "Open", "New", "Approve", or "Incomplete".

Location Open Heat Map

Displays a count of work orders, sorted by Location, that have been open for a specific number of days, such as 0-30 days or 31-60 days.

LOCATION OPEN HEAT MAP

Site	Location	0-30	31-60	61-90	90+	Totals
Totals		345	48	27	140	560
-	-	345	48	27	108	528
Site# 93	Location# 3094	0	0	0	3	3
Site# 93	Location# 3083	0	0	0	2	2
Site# 93	Location# 4982	0	0	0	2	2
Site# 93	Location# 5140	0	0	0	2	2
Site# 93	Location# 3064	0	0	0	1	1
Site# 93	Location# 3127	0	0	0	1	1

Work Category Open Heat Map

Displays a count of work orders, sorted by Work Category, that have been open for a specific number of days, such as 0-30 days or 31-60 days.

WORK CATEGORY OPEN HEAT MAP

Work Category	0-30	31-60	61-90	90+	Totals
Totals	345	48	27	140	560
PLUMBING/MM	137	2	1	1	141
HVAC	75	27	8	19	129
PROJECT MGR	15	4	5	55	79
CARPENTRY	22	2	6	22	52
ELECTRICAL	14	5	3	18	40
PAINT	12	4	0	10	26
FLEET SERVICES	18	3	0	2	23

Cause Open Heat Map

Displays a count of work orders, sorted by Cause, that have been open for a specific number of days, such as 0-30 days or 31-60 days.

CAUSE OPEN HEAT MAP

Cause	0-30	31-60	61-90	90+	Totals
Totals	345	48	27	140	560
-	343	46	27	138	554
Calibration	1	0	0	2	3
Scheduled Maintenance	1	1	0	0	2
Equipment Wear	0	1	0	0	1
Alignment	0	0	0	0	0
Unknown	0	0	0	0	0

Work Type Open Heat Map

Displays a count of work orders, sorted by Work Type, that have been open for a specific number of days, such as 0-30 days or 31-60 days.

WORK TYPE OPEN HEAT MAP

Work Type	0-30	31-60	61-90	90+	Totals
Totals	345	48	27	140	560
PM	203	24	7	20	254
RM	84	21	12	64	181
PROJECT	22	2	6	41	71
-	21	0	0	0	21
CUSTODIAL	10	1	0	2	13
STANDING WO	0	0	0	11	11
DELIVERY	5	0	2	2	9

Problem Open Heat Map

Displays a count of work orders, sorted by Problem, that have been open for a specific number of days, such as 0-30 days or 31-60 days.

PROBLEM OPEN HEAT MAP

Problem	0-30	31-60	61-90	90+	Totals
Totals	345	48	27	140	560
-	224	38	16	78	356
Electrical	13	4	1	15	33
I don't know!	11	1	2	19	33
Carpentry	18	1	3	8	30
Plumbing	20	0	0	0	20
Custodial	11	1	0	5	17
Heating and Cooling	9	0	1	5	15

Work Order Details Open Heat Map

This table displays open work order details and shows which day range each work order falls into, such as 0-30 days or 31-60 days.

WORK ORDER DETAILS OPEN HEAT MAP

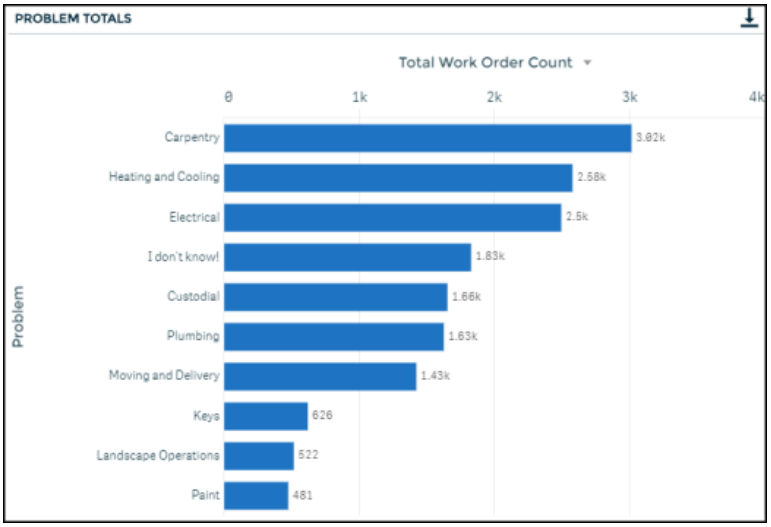
Site	Location	WOID	Work Type	Work Category	Problem	Cause	Age of Work	0-
Totals							24	3
Site# 93	Location# 3037	1917059	DELIVERY	SPECIAL CREW	Moving and Delivery	-	14	
Site# 93	Location# 3037	1915272	CUSTODIAL	CUSTODIAL	Custodial	-	175	
Site# 93	Location# 3037	1914566	RM	PLUMBING/MM	I don't know!	-	3	
Site# 93	Location# 3037	1914515	DELIVERY	SPECIAL CREW	I don't know!	-	3	
Site# 93	Location# 3037	1914260	DELIVERY	SPECIAL CREW	Moving and Delivery	-	8	
Site# 93	Location# 3037	1813439	RM	ELECTRICAL	Electrical	-	9	

Problem

This dashboard helps you to learn more about the problems associated with work orders to determine trends in maintenance needs.

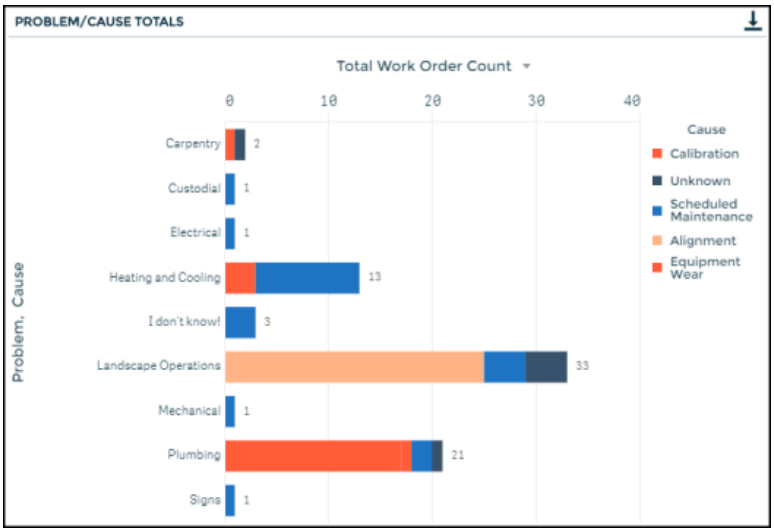
Problem Totals

Displays the work order count by Problem. Use the triangle icon (▼) to view total work order cost.



Problem/Cause Totals

Displays the work order count by Problem and Cause. Hover over a color to see the work order count for that specific Cause. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours.



Work Order and Problem Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND PROBLEM DETAILS

Problem	Work Category	C...	Estimated Start Date	Actual Completion Date	Status	Site	L...	Age of Work	Total Work Order Hours	Cost
Totals								**24**	**90,751.33**	**$7,138,765.48**
Carpentry	CARPENTRY	-	2/13/2020	-	In Progress	-	-	4	2.00	$86.28
Signs	SIGNS	-	2/13/2020	-	In Progress	-	-	4	0.00	$0.00
Carpentry	CARPENTRY	-	2/13/2020	2/14/2020	Completed	-	-	1	2.00	$86.28
Electrical	ELECTRICAL	-	2/14/2020	-	In Progress	-	-	3	0.00	$0.00

Problem Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Problems.

PROBLEM COMPLETION RESULTS

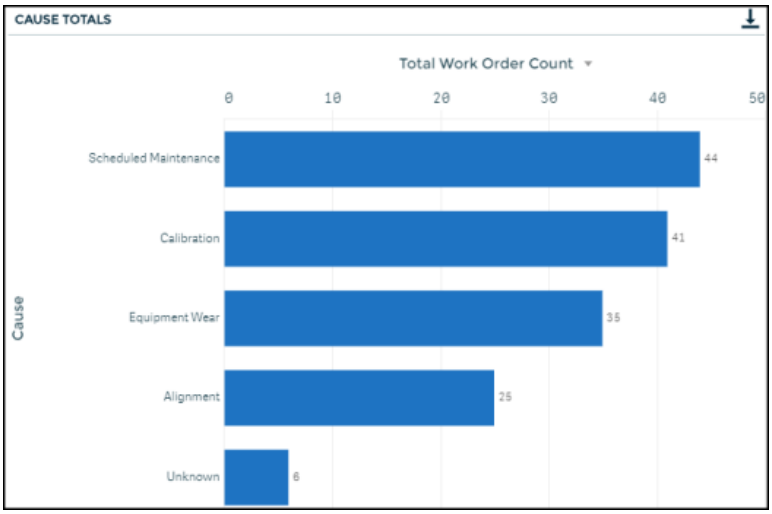
Problem	Year Completed	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month
Totals		**33,412**	**33,367**	**89,412.58**	**$6,531,707.88**	**14**	**23,283**	**79%**	**10,129**	**79%**
Carpentry	2020	196	195	983.95	$59,124.88	13	196	73%	0	-
Carpentry	2019	1,489	1,488	4,024.84	$507,160.14	11	1,478	79%	11	9%
Carpentry	2018	1,237	1,235	2,632.00	$348,572.18	7	1,236	80%	1	0%
Custodial	2020	84	84	156.51	$4,801.34	5	84	86%	0	-
Custodial	2019	876	876	1,957.50	$58,383.57	8	875	83%	1	0%

Cause

This dashboard allows you to learn more about the causes associated with work orders to determine trends in maintenance needs.

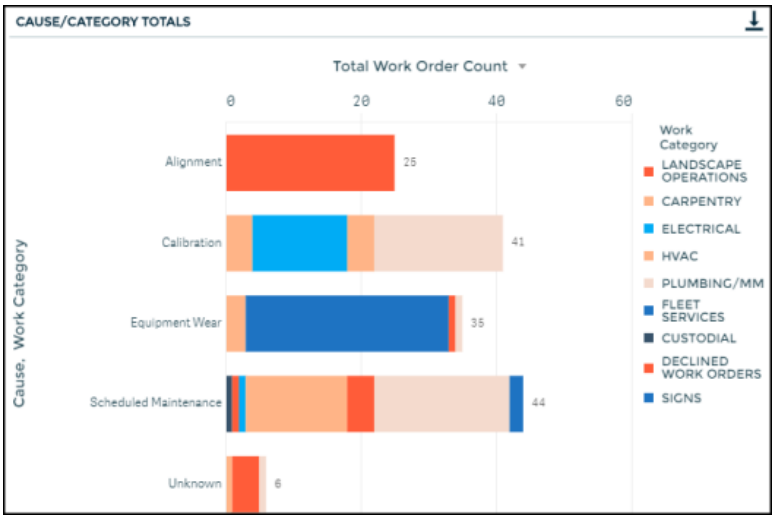
Cause Totals

Displays the work order count by Cause. Use the triangle icon (▾) to view total work order cost.



Cause/Category Totals

Displays the work order count by Cause and Work Category. Hover over a color to see the work order count for that specific Work Category. Use the triangle icon (▾) to view total downtime, total work order cost, or total work order hours.



Work Order and Cause Details

Displays a table with work order details including the age of the work order and the cost.

WORK ORDER AND CAUSE DETAILS

Work Category	Cause	Estimated Start Date	Actual Completion Date	Status	Site	Location	Age of Work	Total Work Order Hours	Cost
Totals							**24**	**90,751.33**	**$7,138,765.48**
LANDSCAPE OPERATIONS	Alignment	2/3/2020	2/3/2020	Completed	-	-	0	1.00	$13.79
LANDSCAPE OPERATIONS	Alignment	12/3/2019	12/16/2019	Closed	-	-	13	1.00	$13.79
LANDSCAPE OPERATIONS	Alignment	11/1/2019	11/14/2019	Closed	-	-	13	36.00	$966.04

Cause Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Causes.

CAUSE COMPLETION RESULTS

Cause	Year Completed	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month
Totals		**33,412**	**33,367**	**89,412.58**	**$6,531,707.88**	**14**	**23,283**	**79%**	**10,129**	**79%**
Alignment	2020	1	1	1.00	$13.79	1	0	-	1	100%
Alignment	2019	23	23	258.50	$8,094.49	13	0	-	23	87%
Calibration	2020	2	2	35.00	$482.65	50	0	-	2	0%
Calibration	2019	27	27	416.25	$7,924.11	41	0	-	27	44%
Calibration	2018	7	7	67.50	$1,062.05	13	0	-	7	86%

Task

This dashboard displays information around your organization's maintenance tasks and helps ensure failing tasks receive appropriate follow up. It makes it easier to identify commonly failed tasks or tasks that are fixed frequently. Identifying these tasks

can help your organization make data informed decisions to alter maintenance schedules or consider replacement of asset components for better performance and longevity.

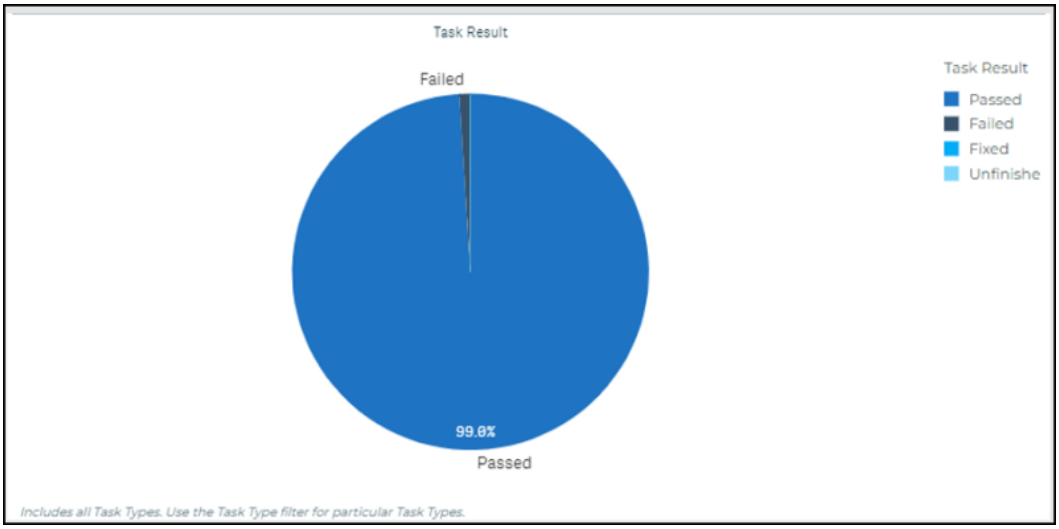
Task KPIs

These key performance indicators provide a snapshot of the current trends associated with your organization's tasks.

- **Organization Fail %:** This KPI shows the percentage of failed tasks across all work orders. This KPI is static, even if specific work orders are selected. It can serve as a comparison to the failure percentage of a specific work order by selecting one work order and looking at the KPI directly below. This KPI will update if other filters are selected, such as site, asset, or a date range. **Note: This KPI only considers Pass/Fail Tasks.*
- **% Failed on PM:** This KPI shows the percentage of failed tasks across all PM work orders. This KPI is also static, even if specific work orders are selected. It will update though if other segments are selected, like site, asset, or a specific date range. **Note: This KPI only considers Pass/Fail Tasks.*
- **% Failed:** This KPI shows the percentage of failed tasks for any selected work orders. If no work orders are selected, it will display the percentage of failed tasks for all work orders and will match the KPI above. **Note: This KPI only considers Pass/Fail tasks.*
- **% Completed:** This KPI shows the percentage of tasks that have been completed and will update to reflect any selected filters. This KPI considers all task types, so it is necessary to filter by certain task types if you would like to see the percentage completed for only certain tasks.

Task Result

This chart shows a breakdown of the results associated with your organization's tasks. The chart includes all task types and will update with any filters that you select.



Task Detail

This table shows the detail related to your organization's tasks. It includes information around the work orders and associated tasks, including the task name, task description, task type, task result, notes, any associated assets, and whether or not the task was complete.

TASK DETAIL

Work Order #	TaskName	TaskDescription	Task Type	Task Result	Is Task Complete?	Task Notes
126-WO-0000249152	Calibracion y Verificación	<p style="text-align: left; margin: 0pt;">Colocar la base	Instruction	-	1	-
126-WO-0000254492	Calibracion y Verificación	<p style="text-align: left; margin: 0pt;">Colocar la base	Instruction	-	1	-
126-WO-0000259845	Calibracion y Verificación	<p style="text-align: left; margin: 0pt;">Colocar la base	Instruction	-	1	-
126-WO-0000265742	Calibracion y Verificación	<p style="text-align: left; margin: 0pt;">Colocar la base	Instruction	-	1	-

Work Order Detail

This table shows the detail related to your organization's work orders. It includes information around the work orders, including work order status, work order type, the number of associated tasks, the date estimated vs. completed, the associated user, the work requested, and information on associated work orders (parent and child). Selecting one work order will update both the Task and Work Order Detail tables and allow you to do a deep dive into all task and work order details.

WORK ORDER DETAIL

Work Order #	Status Category	WorkType	# Tasks	Date Estim...	Date Completed	User Name	Work Requested	Parent Work Order #	Child Work Order #	Child Work Order
Totals			646432							
001-WO-0000271648	Completed	Calibration - Internal	20	3/4/2022	3/14/2022	-	<p>Extrusion Line 63 Loadcells are verified at multiple weight increments.	-	-	-
001-WO-0000271716	Completed	Calibration - Internal	20	3/5/2022	3/14/2022	-	<p>Extrusion Line 63 Loadcells are verified at multiple weight increments.	-	-	-
001-WO-0000271870	Completed	Calibration - Internal	20	3/6/2022	3/14/2022	-	<p>Extrusion Line 63 Loadcells are verified at multiple weight increments.	-	-	-
001-WO-0000271915	Completed	Calibration - Internal	20	3/7/2022	3/14/2022	-	<p>Extrusion Line 63 Loadcells are verified at multiple weight increments.	-	-	-

Did you find this helpful?

Yes No

Back to Top

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Forecast

Forecast is a dashboard that analyzes your historical data to provide an expectation of your future workload. The forecasts present a twelve month projection of your Created Work Order metrics and your Completed Work Order metrics. This will help you to budget and plan with confidence by using your historical data to guide conversations within your organization about allocating funds where they are needed most. **Note: Not all clients are eligible for Analytics. To learn if you are eligible, contact Client Services.*

The forecasts are driven by patterns found in your work order data over the previous 36 months, including:

- Evidence of an upward or downward trend over time
- Seasonal influence (For example, high volumes in August)
- Historical volatility

Glossary

- **Forecast:** An estimation of a future trend.
- **Series:** Refers to a time series, which is a series of data points listed in order by time.
- **Model:** Refers to a statistical or mathematical model. In its most general form, a model is a representation of something. In the mathematical context, a model is usually an equation that describes a relationship and make an estimation of an unknown data point. In this case, the models describe the relationship between work orders in the past to estimate work orders in the future.
- **MAPE (Mean Absolute Percent Error):** A metric commonly used to determine the accuracy of a forecast. It is calculated by taking the average of the absolute percent error comparing the modeled value to the actual value for each time period.
- **Eligibility:** Refers to whether or not a client's data meets the necessary criteria to have a forecast. Any data series can be used to produce a forecast, but the eligibility criteria are in place to help determine which forecasts are trustworthy representations of the data.
- **Dashboard Statistics:** Metrics that summarize and compare work order counts over the last twelve months to forecasted work order counts over the next twelve months.
- **Trending Display:** A chart that shows the pattern in both the past twelve months of work order data, as well as the next twelve months of data forecasts.

Eligibility

The goal of the forecast is to generate predictions that will be as close as possible to the actual values over the next twelve months. Therefore, we have implemented eligibility criteria that must be met to receive a forecast. Ineligibility to receive the forecast is typically driven by one of the following criteria:

- Not enough data - There must be 36 months of historical data. If there is one month missing for any reason, a forecast will not be created.
- Extreme Values/Structural Changes - Accounts will be ineligible if a series includes large spikes or odd patterns because these can influence the forecasts going forward.
- Weak patterns - We use the MAPE (Mean Absolute Percent Error) statistic to select models that identify strong statistical patterns. Setting a MAPE threshold helps to provide forecasts that we are confident in.

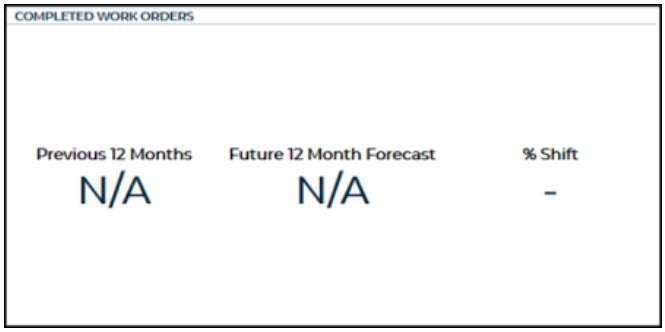
We choose strict eligibility criteria in order to provide reliable forecasts. However, we also refresh the forecast every month to provide as many up to date forecasts as possible. Eligibility criteria for created work orders is separate from eligibility criteria for completed work orders, meaning that you can be eligible for one and not the other. The reference date in the table on the dashboard indicates the date that the forecast begins. The reference date will always represent the most recent date that you were eligible to receive a forecast. Also, you can have different reference dates for each forecast. For example, if in April 2020 you were eligible for both

forecasts, but when the model was run again in May 2020, your completed work orders were missing which made you ineligible for your completed work order forecast in May 2020. Your dashboard would then show the completed work order forecast for the months of April 2020 through March 2021 and your created work order forecast for the months of May 2020 through April 2021.

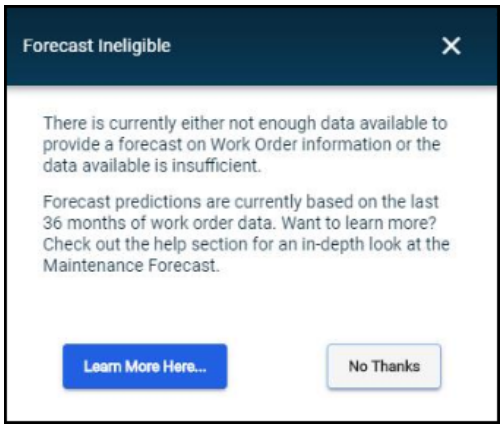
WORK ORDER HISTORY AND FORECAST

Account	Created Forecast Start Date	Previous 6 Months - Work Orders Created	Previous 12 Months - Work Orders Created	Future 12 Months - Work Orders Created	Completed Forecast Start Date	Previous 6 Months - Work Orders Completed	Previous 12 Months - Work Orders Completed	Future 12 Months - Work Orders Completed
	5/1/2020	7,397	15,008	15,013	4/1/2020	7,398	14,948	16,904

If you are ineligible for one forecast, the statistics and trending information will have values of "N/A" as shown below.



If you are ineligible for both forecasts, you will receive the following message.



Dashboard

Bright Idea:

The forecast values are based solely on statistically significant patterns found in the historical data. It does not specifically take into account external factors, like business strategy changes, unexpected emergencies, or system updates, though the effect that these have on the historical data can influence the forecasts. We take steps to ensure that the models we use display strong accuracy metrics on the past data, but cannot say with certainty that they will be accurate into the future. It is worth noting that the effect of the COVID-19 pandemic on created and especially completed work orders may influence forecasts into the future, but forecasts will continue to be refreshed monthly and the forecasts will adjust as new workflow patterns emerge and begin to normalize.

The Maintenance Forecast dashboard includes the following:

- A short overview of the Maintenance Forecast
- Statistics and trends for created work orders
- Statistics and trends for completed work orders
- A table detailing the created and completed work order metrics

The forecasts are refreshed on a monthly basis, so that the projections take into account any recent changes in the historical data.

Statistics

The statistics include a rolling sum, rounded to the thousands of the previous twelve months, the next twelve months according to the forecast, and the percentage change between those two metrics. **Note: Since the statistics are rounded to the thousands, it may appear that there is no shift if the values match, but from a work order count perspective, there may actually be a shift in percentage. For precise work order counts, see the Work Order History and Forecast Table below.*

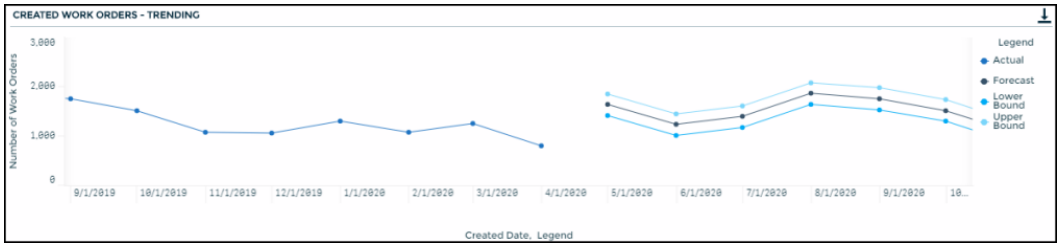
Created Work Orders

Completed Work Orders

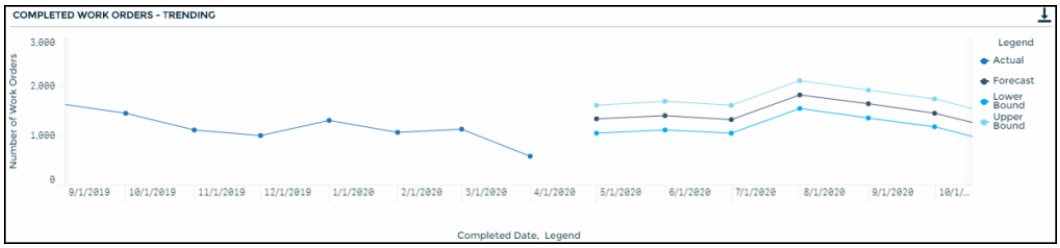
Trending display

The trends include the past twelve months and the forecast for the next twelve months, as well as a lower bound and an upper bound. The lower bound and the upper bound represent an 80% prediction interval around the forecast. This can be interpreted as an interval within which we expect the true value to fall with an 80% probability, as long as historical trends continue.

Created Work Orders



Completed Work Orders



Work Order History and Forecast

This table includes the specific metrics for created and completed work orders. It also references the forecast start dates for those metrics. For example, if the Created Forecast Start Date is May 1, 2020, this means the past 12 months includes data from May 1, 2019 through April 30, 2020 and the next 12 months forecast includes data from May 1, 2020 through April 30, 2021.

WORK ORDER HISTORY AND FORECAST

Account	Created Forecast Start Date	Previous 6 Months - Work Orders Created	Previous 12 Months - Work Orders Created	Future 12 Months - Work Orders Created	Completed Forecast Start Date	Previous 6 Months - Work Orders Completed	Previous 12 Months - Work Orders Completed	Future 12 Months - Work Orders Completed
	5/1/2020	6,541	15,904	15,904	5/1/2020	6,246	15,284	15,284

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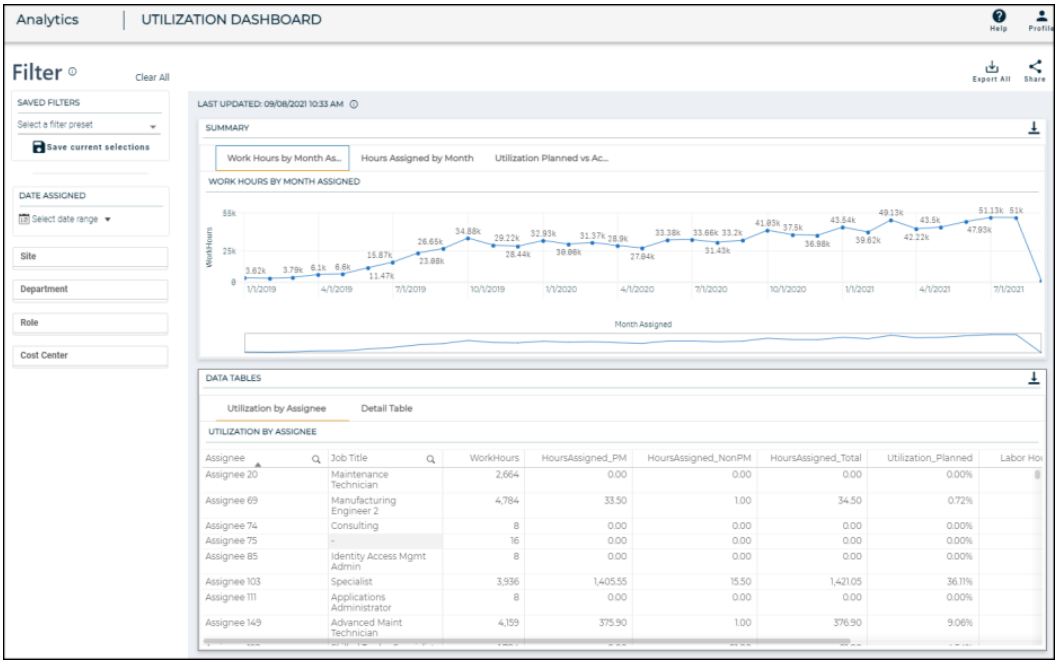
Utilization dashboard

The Utilization Dashboard allows you to see your organization's utilization as whole as well as a utilization rate for each of your assignees or employees. You can see an aggregate view of an employee's planned utilization compared to their actual utilization. The utilization rate for each date that work was assigned to your employee will also be displayed. **Note: Not all clients are eligible for Analytics. To learn if you are eligible, contact Client Services.*

Your dashboard updates every morning with the current year's data through the previous day as well as two previous calendar years of data. You can see the Last Updated time stamp in the top left corner of your dashboard. **Note: Time shown is in Eastern time zone.*



Utilization dashboard

To access the Utilization Dashboard, click the **Maintenance** menu icon, then select **Utilization Dashboard**.

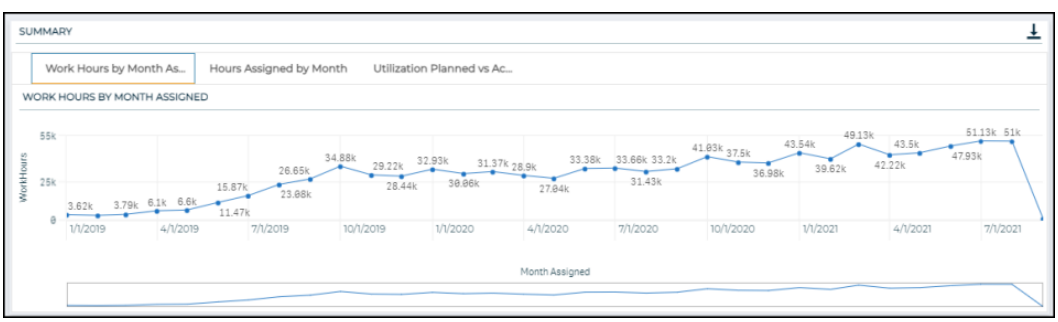
How are these numbers calculated?

- An employee's planned utilization is a calculation of their estimated labor hours divided by the number of hours an assignee is supposed to work each day, based on their work shift in Asset Essentials.
- The estimated labor hours are generated from the estimated hours field for an employee's assigned work orders.
- An employee's actual utilization is defined by a calculation of labor hours logged divided by the number of hours an assignee is supposed to work each day based on their assigned work shift in Asset Essentials.

Summary

Click the tabs at the top of this section to view the available charts:

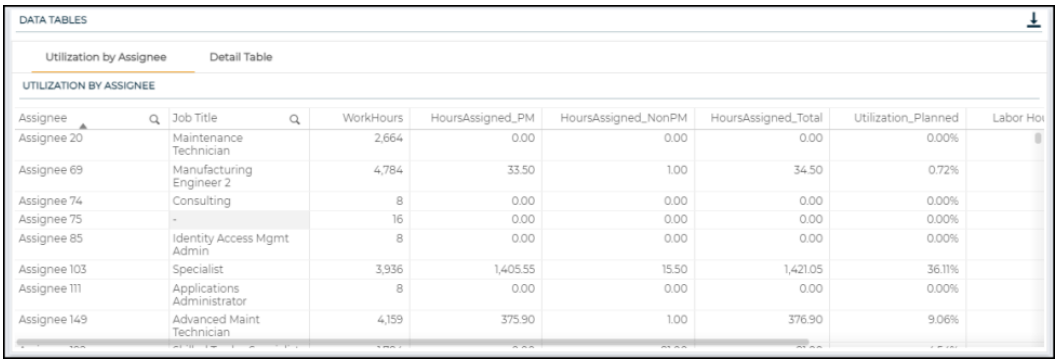
- **Work Hours by Month Assigned**: Total work hours assigned by month.
- **Hours Assigned by Month**: PM and Non-PM assigned work hours by month.
- **Utilization Planned vs Actual**: Visualization of planned utilization vs. actual utilization by month.



Data Tables

Click the tabs at the top of this section to view the available tables:

- **Utilization by Assignee**: Displays a summary by assignee of their total hours and overall utilization.
- **Detail Table**: Displays a more granular view of each assignees hours worked, broken out by each individual date that work was assigned to them.



Assignee	Job Title	WorkHours	HoursAssigned_PM	HoursAssigned_NonPM	HoursAssigned_Total	Utilization_Planned	Labor Ho
Assignee 20	Maintenance Technician	2,664	0.00	0.00	0.00	0.00%	
Assignee 69	Manufacturing Engineer 2	4,784	33.50	1.00	34.50	0.72%	
Assignee 74	Consulting	8	0.00	0.00	0.00	0.00%	
Assignee 75	-	16	0.00	0.00	0.00	0.00%	
Assignee 85	Identity Access Mgmt Admin	8	0.00	0.00	0.00	0.00%	
Assignee 103	Specialist	3,936	1,405.55	15.50	1,421.05	36.11%	
Assignee 111	Applications Administrator	8	0.00	0.00	0.00	0.00%	
Assignee 149	Advanced Maint Technician	4,159	375.90	1.00	376.90	9.06%	

Did you find this helpful?

Yes No

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Part D – Sample of Training Materials

Asset Essentials for Education

Asset Essentials is a cloud-based software that enables you to assign and track the progress of all maintenance activities, manage equipment uptime and reliability, increase productivity, and streamline operations.

Coming Soon for Web! | Coming Soon for Mobile!

Training Recordings | What's New? | Frequently Asked Questions | Asset Essentials Video Learning Path | Brightly Broadcast

Transitioning from MaintenanceDirect to Asset Essentials? Click here to view helpful information for managing this change.

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- COVID-19 tips - Conserve and optimize maintenance
- COVID-19 tips - Optimize program resources

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Add-on purchase features

The features listed below are available to Asset Essentials clients for an additional cost. Please contact your Sales Representative or Client Services if you are interested in purchasing any of these features.

Connector Tool

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- WO parts reporting
- WO parts analyzer
- PO reporting

PartExpress

Contact Client Services to activate this feature

- Downloading and logging into PartExpress
- Checking out parts
- Checking in parts

If you are an Asset Essentials Enterprise client, click here for more information about your Enterprise features.

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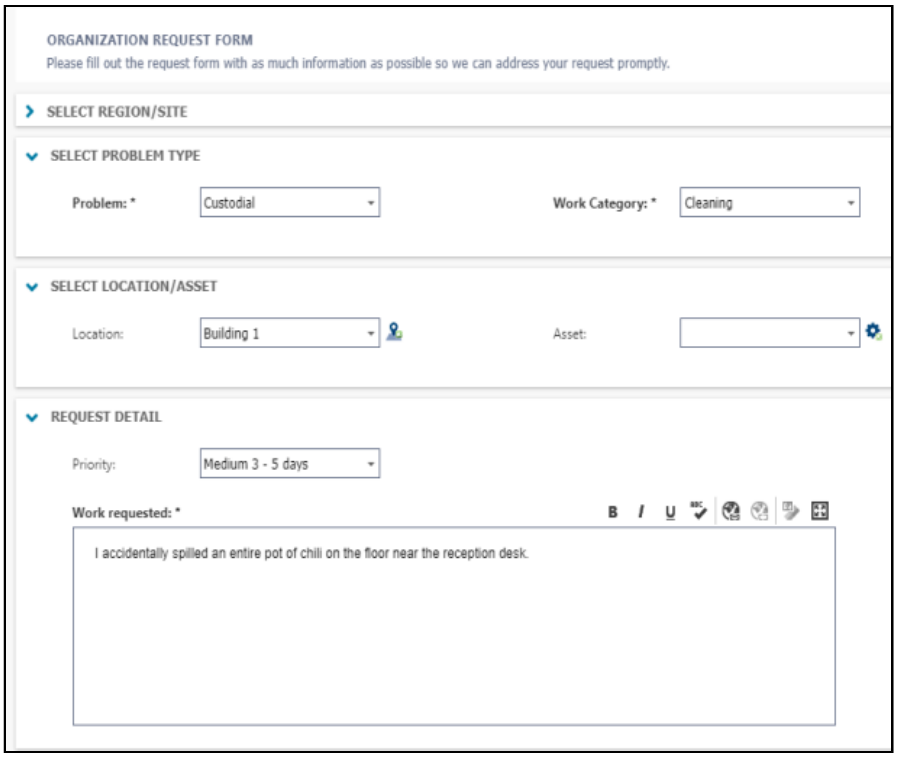
Life cycle of a work order

Asset Essentials provides you with a variety of ways to create the most streamlined work flow process for your organization. The life cycle of a work order will vary depending on how your account has been configured. This is an example of the life cycle of a work order, starting as a request, all the way through completion.

Watch the video tutorial:

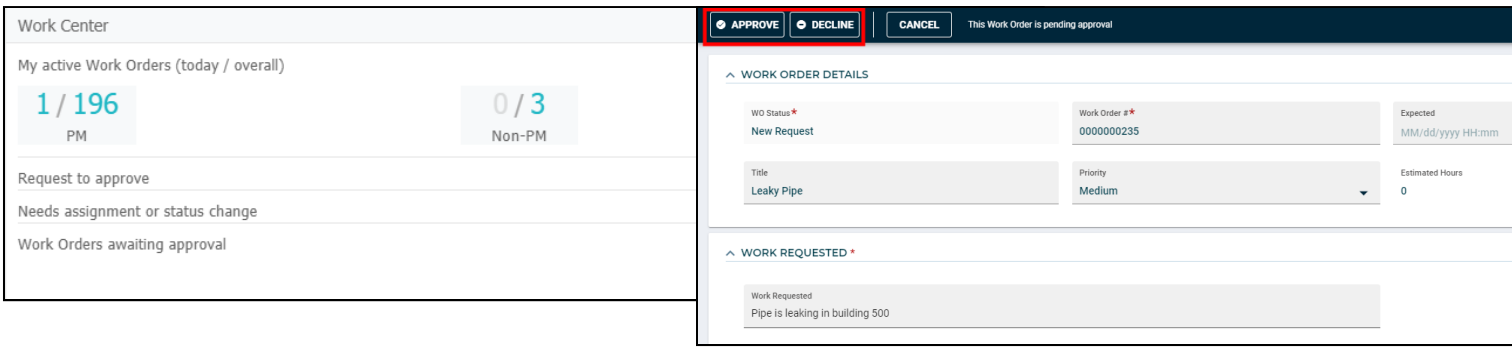
Request is submitted

- A staff member at your organization notices something that needs addressing, such as a spill, a machine that stopped working, or a light bulb that needs changing.
- The staff member logs into their Requester account in Asset Essentials to fill out and submit the request form including the location of the work request, as well as the details of what needs to be done.



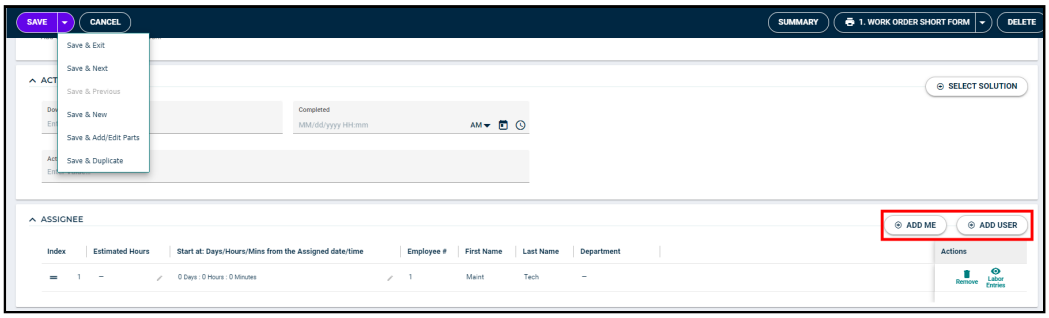
Request is approved

- After the request is submitted, the Facilities Manager receives a notification that a work order is awaiting her approval. **Note: To receive email notifications, proper routing rules and email notification subscriptions must be set up.*
- The Facilities Manager logs into Asset Essentials and clicks on the number next to Work Orders awaiting approval from her dashboard.
- After reviewing the details of the request, the Facilities Manager approves the work order.



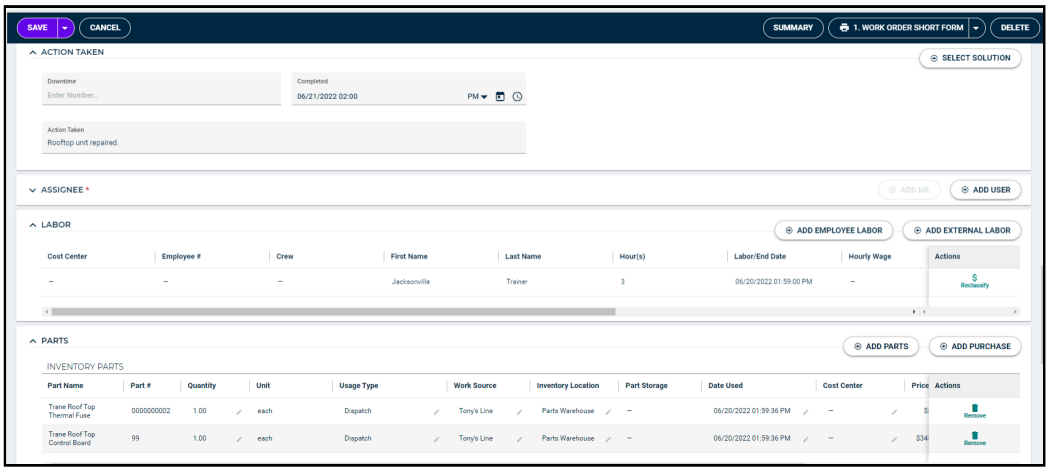
Work order is assigned

- After the work order is approved, the Maintenance Supervisor receives the work order.
- The Maintenance Supervisor adds additional information to the work order, such as expected completion date, work category, cause, and priority.
- Then the Maintenance Supervisor assigns the work order to a Technician and saves the work order.



Work order is completed

- The technician receives a notification that he was assigned a work order.
- He logs into Asset Essentials, either on a computer, or on the mobile app.
- The tech reviews the details of the work order, and changes the status of the work order to In Progress.
- After the job is complete, the technician adds additional information to the work order, such as action taken, labor time, and equipment used.
- Then, the technician changes the status of the work order to Completed, and saves the work order.
- This will send the staff member who submitted the request a notification that the work has been done.



Did you find this helpful?

Yes No

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Adding labor on a work order

You can add Labor Entries to a work order when editing the work order, using the Work Order Summary page, or you can enter multiple Labor Entries on multiple work orders by using the WO Labor page.

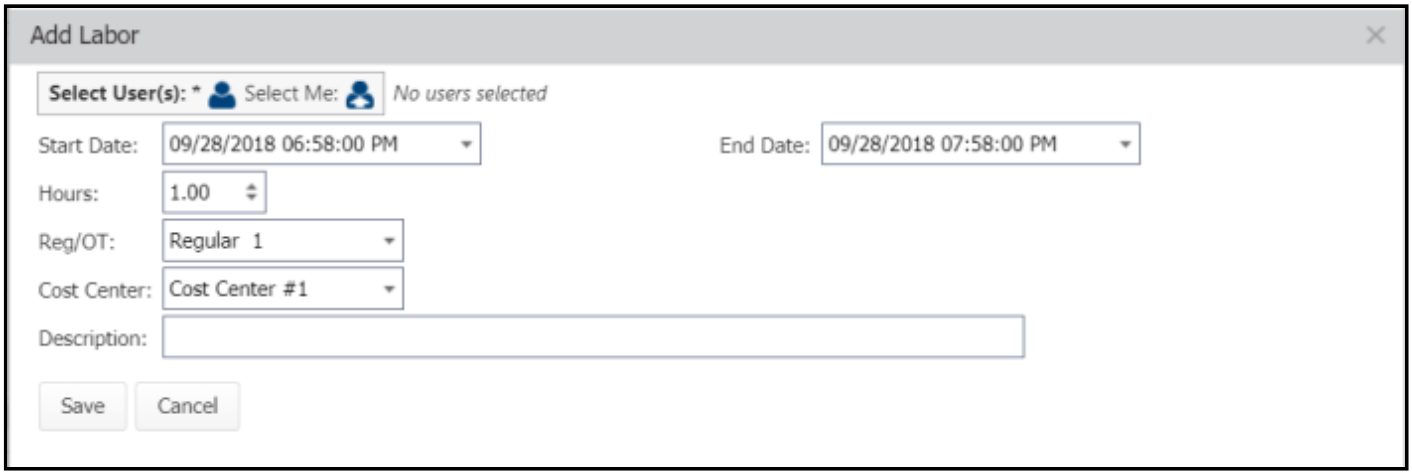
Adding labor from the work order form

Watch the video tutorial:

- Click on the **Work Orders** menu icon, then select **Work Orders**.
- Right-click on a work order record and select **Edit**.
- In the Labor Entries section, click the **Employee Labor** button if you are adding labor for an internal employee. If you need to add labor for an individual that does not work for your organization, click the **External Labor** button.

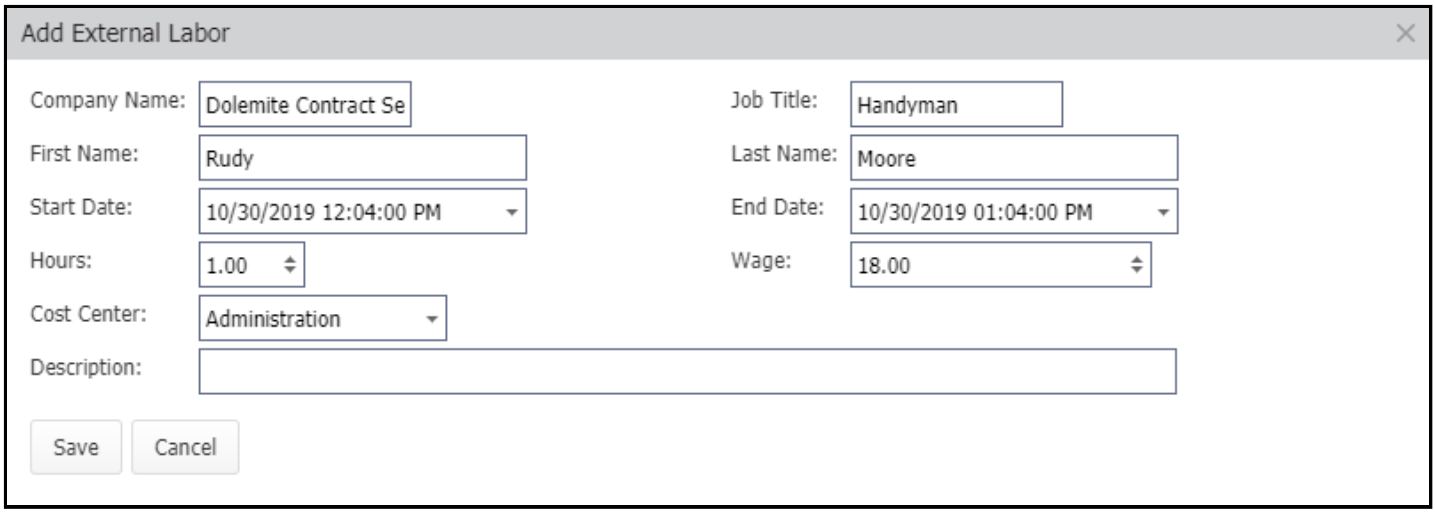
Adding employee labor

- Click the **Add Employee Labor** button.
- The Add-Edit Labor form will appear in a pop-up.
- Select the User you are entering labor for by clicking the Select User icon ( ) and choosing the user from the select user window or click the Select Me icon ( ) to automatically select yourself.
- Record when the labor began in the **Start Date** field.
- The **End Date** will automatically be populated with the current date and time, but can be adjusted as needed.
- The **Hours** field will calculate based on the start and end dates entered.
- Choose the type of labor in the **Reg/OT** field. The **Sub total($)** field on the work order will calculate based on the Hours field and the Wage that was entered in the user's profile.
- Enter a **Description** if necessary.
- Click **Save** to record the labor entry.
- Once added, you can click the labor transaction to either **Edit** or **Delete** the labor entry.



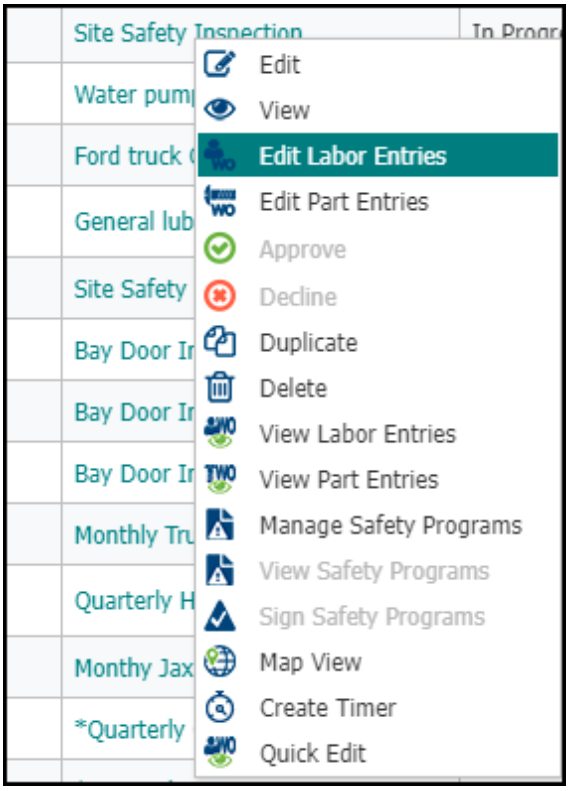
Adding external labor

- Click the **Add External Labor** button.
- The Add-Edit External Labor form will appear in a pop-up.
- Enter the appropriate information into the **Company Name**, **Job Title**, **First Name**, and **Last Name** fields.
- Record when the labor began in the **Start Date** field.
- The **End Date** will automatically be populated with the current date and time, but can be adjusted as needed.
- The **Hours** field will calculate based on the start and end dates entered.
- Enter the **Wage**. The total cost of the labor will automatically calculate once the record has been saved.
- Type a **Description** if necessary.
- Click **Save** to record the labor entry.
- Once added, you can click the labor transaction to either **Edit** or **Delete** the labor entry.



Adding labor from the work order summary page

- Click on the **Work Orders** menu icon, then select **Work Orders**.
- Right-click on a Work Order record and select **Edit Labor Entries**.



- In the New section at the bottom of the page you will see five rows to enter labor for the Work Order.
- Click the **Add** button and then choose from the following options:
  - **Myself** - This will add a labor entry in the New section with your employee information filled in.
  - **Assigned To** - This will add a labor entry in the New section for each user who is assigned the Work Order.
  - **Users** - This will bring up the Select User window. Once you select a user(s), this will add a labor entry in the New section with the user's information.
  - **Quick Labor Entries** - This will add five additional blank labor entry rows to the New section.
  - **External Users** - This will add five labor entry rows in the New section with the Employee # listed as "External User."
- Fill out the remaining fields on the labor entry.
- Click **Save** at the top of the page. Any labor entries entered in the New section will now appear in the Added section.

Adding labor from the WO labor page

If you need to add multiple Labor Entries to multiple work orders at one time, you can do so on the WO Labor page.

- Click on the **Work Orders** menu icon, and then select **WO Labor**.
- Click the **New** button.
- If you are entering labor for an internal user:
  - Begin typing and select the **Work Order #** in an empty labor entry row in the **Internal Users** section. This will populate the Work Order information. **Note: You must enter at least three characters in order for a list of matching work orders to display for selection.*
  - Begin typing and select the **Employee #**. This will populate the Employee's information. **Note: You must enter at least three characters in order for a list of matching employee*

numbers to display for selection.

- If you are entering labor for an external user:
  - Begin typing and select the **Work Order #** in an empty labor entry row in the **External Users** section. This will populate the Work Order information. **Note: You must enter at least three characters in order for a list of matching work orders to display for selection.*
  - Type in the external user's information in manually.
- Click **Save & Exit**.

Did you find this helpful?

Yes No

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Adding an asset

An asset is an object or physical entity that requires periodic inspection, maintenance, or repair. Assets could include:

- Mechanical equipment, such as HVAC equipment, pumps, heat exchangers, and boilers
- Mobile equipment that has no fixed location, such as vehicles
- Buried pipes, valves, and vaults or subsurface structures

Watch the video tutorial:

How to add an asset

- Click on the **Assets** menu icon, then select **Assets**.
- Click on **New**.

General

The General section contains the most detailed information for your Asset.

- Enter any applicable information you can here, including **Asset Name**, **Asset #**, **Make** and **Model** information, **Purchase** information, as well as **Asset Status**, **Asset Condition**, and **Criticality**. **Note: The **Purchase Date**, **Purchase Price**, **Replacement Cost**, **Expected Life** and **Salvage Value** fields provide the necessary data to allow Asset Essentials to calculate important management functions like life cycle analysis and remaining expected life.*
- If you plan to print barcode labels for your assets, enter a **Barcode** number.
- We recommend selecting a **Category** for your Asset. **Note: Categories are fully customizable and are an important aspect of organizing Assets and Parts. To learn more about how to set up Categories in your account, see Adding Categories.*
- In order to allow for this asset to be "checked out" or assigned to a **Crew**, check the box next to **Allow sign-out**.
- Select a Site and Location to determine where the asset is located. **Note: If the Site or Location has an address associated with it, any work order tied to this asset will automatically plot a point on the Esri map based on the address.*

GENERAL

Asset Name: *
Asset #: Enter #... Auto Generate
Make:
Date of Manufacture:
Barcode:
Site: --Select--
Serial #:
Model:
Tag Number:
RFID:

Purchase Price:
Purchase Invoice #:
Replacement Cost $:
Purchase Date:
Expected Life:
Salvage Value:

Supplier:
Manufacturer:

Location:
Latitude:
Asset Status: --Select--
Parent Asset:
Category:
Longitude:
Cost Center: --Select--
Criticality: --Select--

Out of Service Begin:
Date Placed:
Last Checked Out Date:
Out of Service End:
Date Removed:

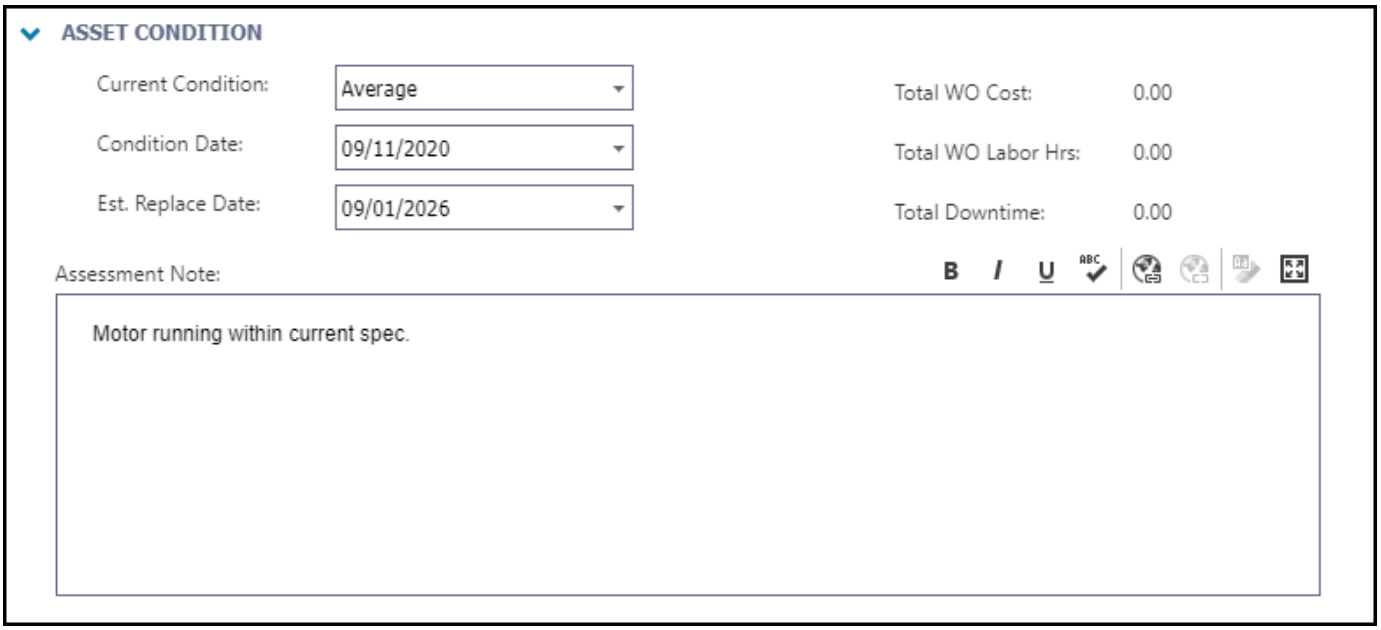
Description::

Allow sign-out
Crew:

Asset Condition

Use this section to track the condition of your asset.

- Select the **Current Condition** from the drop-down menu.
- Select the **Condition Date** and **Est. Replace Date** from the drop-down menus.
- The **Total WO Cost**, **Total WO Labor Hrs**, and **Total Downtime** will be calculated and displayed in these fields automatically.



Warranty tracking

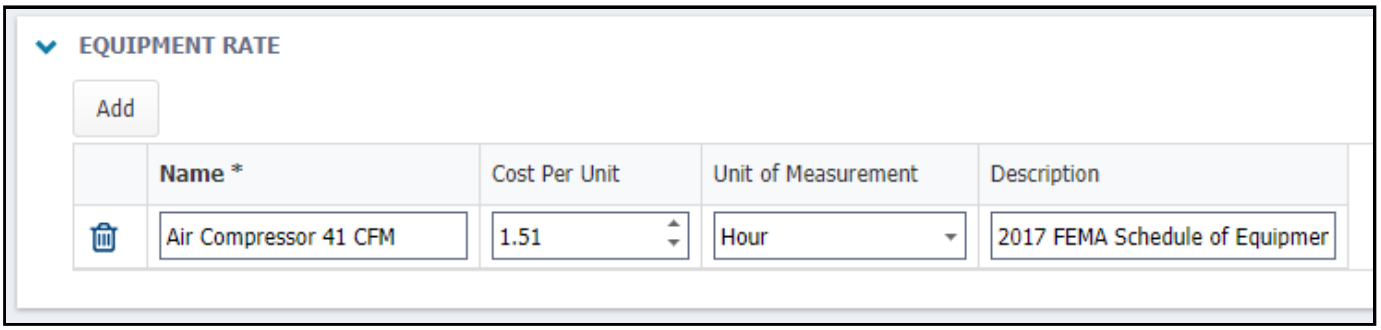
Use this section to track any warranty information for this asset.

- Enter the **Warranty Title**.
- Select the **Warranty Expiration Date** from the pop-up calendar.
- Click the vendor icon ( ) and select the **Warranty Vendor** by clicking the plus sign icon ( ) next to the vendor name.

Equipment Rate

This section allows you to define the operating costs for this Asset. **Note: To use the Equipment Rate feature,* Allow sign-out *must be checked in the General section.*

- Click the **Add** button.
- Enter the **Name** of the Rate.
- Enter the **Cost per Unit**.
- Select the **Unit of Measurement** from the drop down menu.
- Type a **Description** if necessary.



Assigned to

Use this section if responsibility for asset maintenance falls to the same person(s) regardless of frequency. This will automatically assign a work order with this asset to the selected users if the Work Order template has been set up to assign from the Source Asset/Location/Site.

- Click the **Select User** or **Select Me** icons at the top to either select yourself or another user whose information is already populated in Asset Essentials.

Emergency

Use this section to assign person(s) to be notified of emergency conditions for the asset.

- Click the **Select User** or **Select Me** icons at the top to either select yourself or another user whose information is already populated in Asset Essentials.
- Click **Add** to type in an assignee's information manually.

Associated assets

Complex Assets may be linked to other assets. Use this section to identify those other Assets.

- Click on the **Select Asset** gear icon to select an Asset(s) to list here.

Notes

This section gives the opportunity to add various notes to the Asset.

- Enter general notes, as well as Tool Crib Notes, Purchase Notes, Warranty Notes, Emergency Notes, Safety Notes, Training Notes, Shutdown Procedure Notes, and LOTO Procedure Notes as needed.
- Use the word processing buttons at the top of each section to format your text, or add a link.

Photo

This section allows you to attach a photo to the Asset.

- Click on the **Select Document/Image** icon to either select an image from the Documents Library, or add an image from your computer.

Documents

Use this section to attach documents, like user manuals, POs, packing slips, or any other Asset related documents.

- Click on the **Select Document** icon to either select a document from the documents library, or add a document from your computer.

- Click **Save** at the top of the screen to add this Asset to Asset Essentials.

Bright Idea:

If you need to enter multiple Assets that are similar, you can use the Duplicate feature. For example, if you have two air handling units, and the only difference between them is where they are located and their serial number, the duplicate feature allows you to edit only the serial number and Location for the second asset, and the rest of the data will have carried over.

- Once you have entered the first Asset, click on the **Assets** menu icon, then select **Assets** to access a list of all assets entered into Asset Essentials, right click on the asset you would like to duplicate.
- Select **Duplicate** and a new Asset entry form will appear with all the data copied.
- Edit whatever is different for the second Asset, and then click **Save**.
- Repeat this process as needed for any similar Assets.

Back to Asset Essentials Main Menu

Printing assets and barcodes/QR codes

There are various Asset printing options in Asset Essentials. Whether you are looking for trend information, or you want to print labels for your Assets, the Print menu allows you to produce a list of the Assets in your system.

Advantages of using barcodes and QR codes

Barcodes

- Barcodes can be scanned using the Asset Essentials mobile app on your device.
- If you have an existing barcode label for your item, such as a manufacturer's barcode, you can add that same barcode label to the item in Asset Essentials.
- The item's barcode label can also be used by other systems outside of Asset Essentials. Barcode labels are represented by a numerical value entered in a text field and are not unique or specific to Asset Essentials, making them universal.

QR codes

Important: In order to use printed QR codes when physically tagging assets for tracking in Asset Essentials, the QR codes **must be created in and printed from Asset Essentials. QR codes that have been generated outside of the Asset Essentials software **are not compatible and cannot be imported** into the system. Externally generated QR codes **will not** bring up or track assets when scanned in the Asset Essentials mobile app or web versions.*

- QR codes can be scanned directly from the Asset Essentials mobile app or from your device's camera. If you open your device's camera to scan the QR code, it will ask you if you want to open the item using your Asset Essentials account URL in a web browser. **Note: If you are using your device's camera to scan the QR code, you will need to log in to Asset Essentials in order to see the item.*
- When scanning a QR code in the Asset Essentials mobile app, it will automatically recognize what type of item is being scanned and direct you to a list of actions you can choose from.
- QR codes provide layers of protection for your items stored in Asset Essentials.

How to print assets

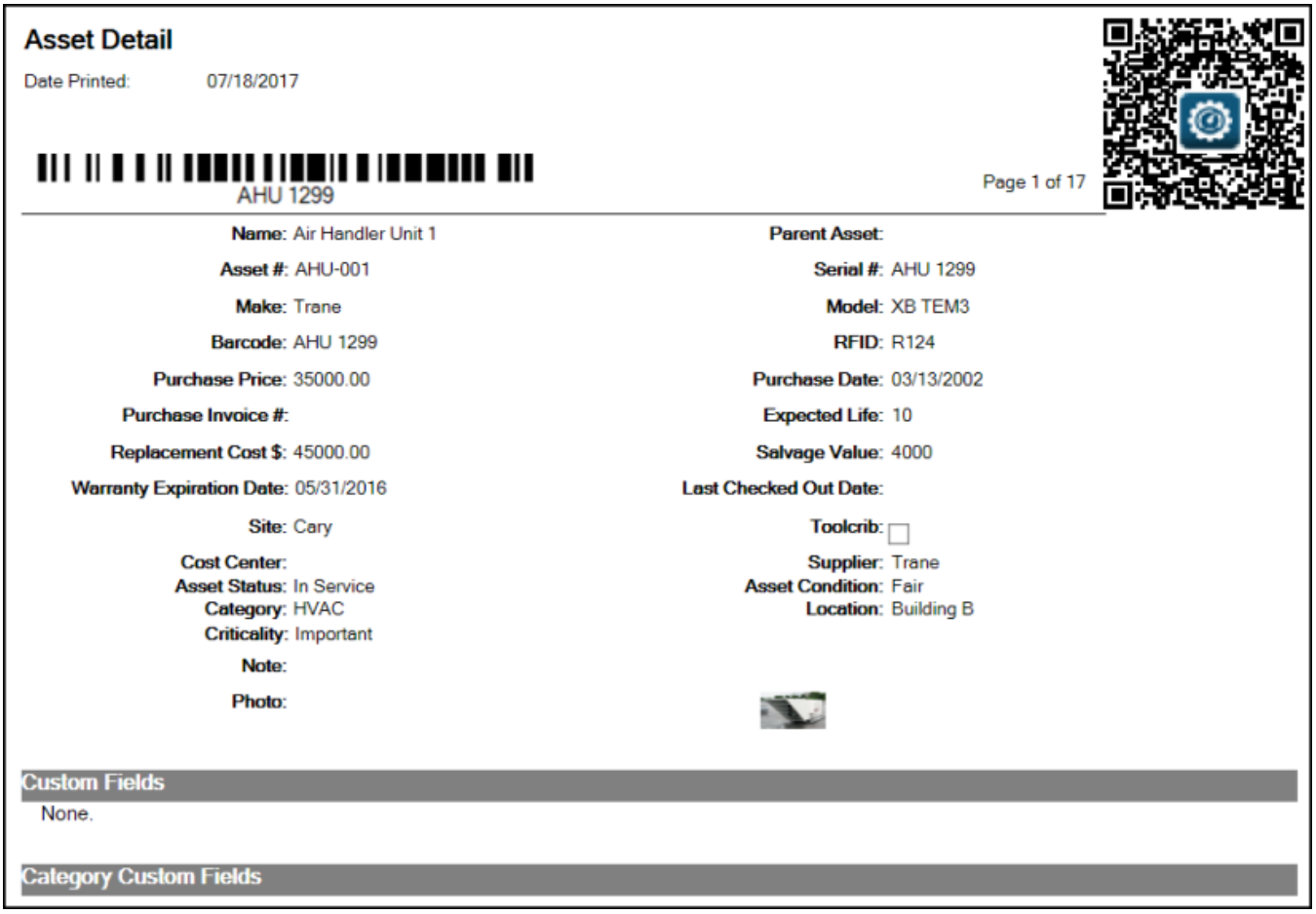
- Click on the **Assets** menu icon, then select **Assets**.
- If you would only like to print a few Assets, check the box to the left of those Assets. If you would like to print by page, do not check any boxes on the Asset summary page.
- Click on the **Print/Report** button, and then click **Print**.
- Choose from one of five reporting options:

Asset Barcode/QR Code

This printout will list each Asset on one page, with a list of it's Name, Asset #, Serial #, Make and Model. It will also include a large QR code on the page associated with that specific Asset. **Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.*

Asset Detail

The Asset Detail printout gives you a wide variety of information that pertains to this Asset. General Asset information, Custom Fields, Safety Programs, Meter Titles, among other pieces of data. There is also a small QR code for that Asset in the top right of the page.
**Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.*



Asset Detail

Date Printed: 07/18/2017

AHU 1299

Page 1 of 17

Name:	Air Handler Unit 1	**Parent Asset:**	
Asset #:	AHU-001	**Serial #:**	AHU 1299
Make:	Trane	**Model:**	XB TEM3
Barcode:	AHU 1299	**RFID:**	R124
Purchase Price:	35000.00	**Purchase Date:**	03/13/2002
Purchase Invoice #:		**Expected Life:**	10
Replacement Cost $:	45000.00	**Salvage Value:**	4000
Warranty Expiration Date:	05/31/2016	**Last Checked Out Date:**	
Site:	Cary	**Toolcrib:**	☐
Cost Center:		**Supplier:**	Trane
Asset Status:	In Service	**Asset Condition:**	Fair
Category:	HVAC	**Location:**	Building B
Criticality:	Important		
Note:			
Photo:			

Custom Fields

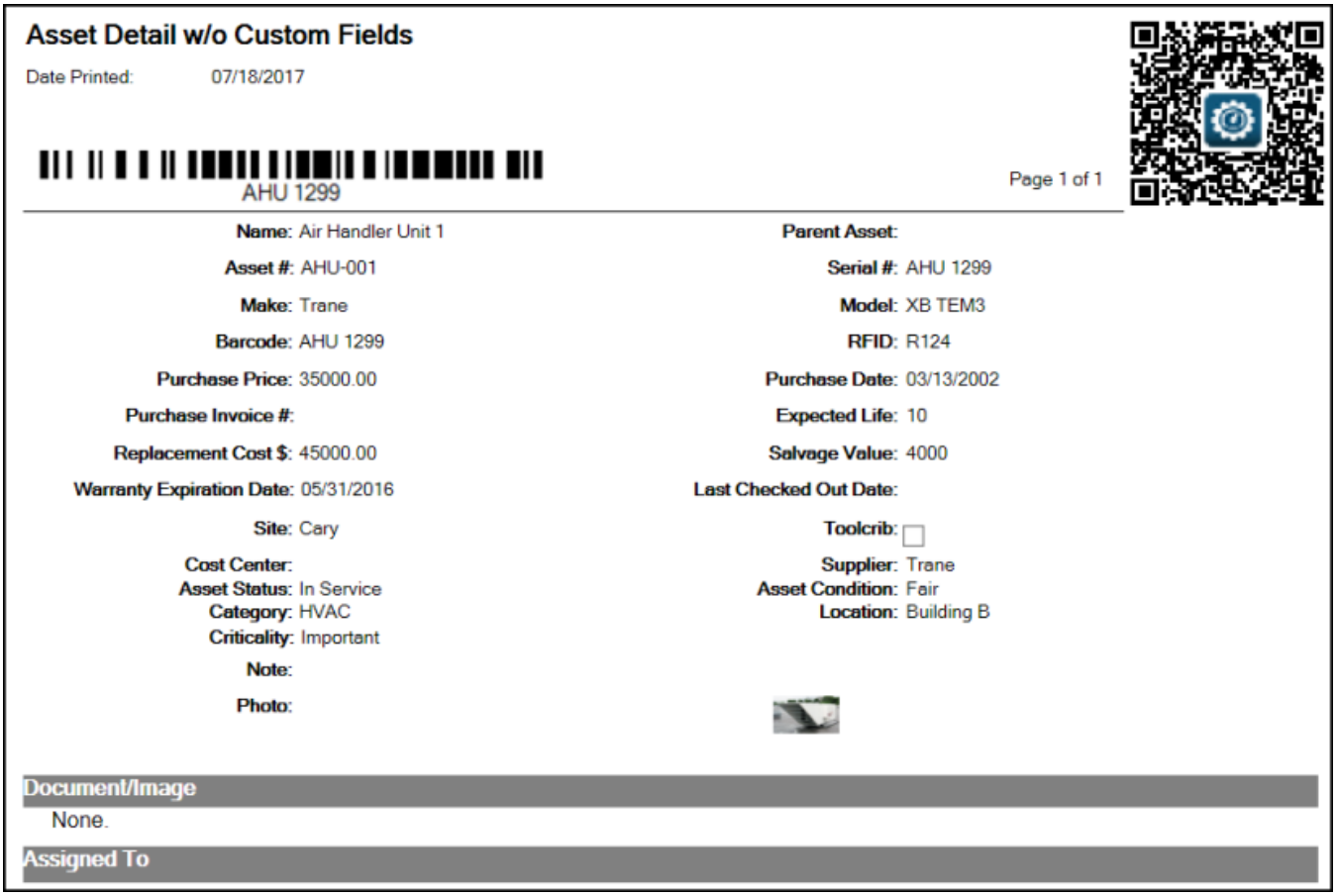
None.

Category Custom Fields

Asset Detail w/o Custom Fields

This printout shows the same information as the Asset Detail printout, but it does not include any of the various Custom Fields that could be associated with this Asset. It also

includes the small QR code for that Asset in the top right of the page. **Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.*



Asset Detail w/o Custom Fields

Date Printed: 07/18/2017

AHU 1299

Page 1 of 1

Name:	Air Handler Unit 1	**Parent Asset:**	
Asset #:	AHU-001	**Serial #:**	AHU 1299
Make:	Trane	**Model:**	XB TEM3
Barcode:	AHU 1299	**RFID:**	R124
Purchase Price:	35000.00	**Purchase Date:**	03/13/2002
Purchase Invoice #:		**Expected Life:**	10
Replacement Cost $:	45000.00	**Salvage Value:**	4000
Warranty Expiration Date:	05/31/2016	**Last Checked Out Date:**	
Site:	Cary	**Toolcrib:**	☐
Cost Center:		**Supplier:**	Trane
Asset Status:	In Service	**Asset Condition:**	Fair
Category:	HVAC	**Location:**	Building B
Criticality:	Important		
Note:			
Photo:			

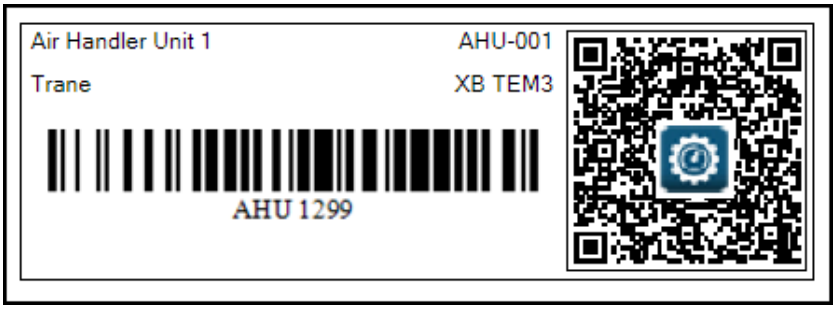
Document/Image

None.

Assigned To

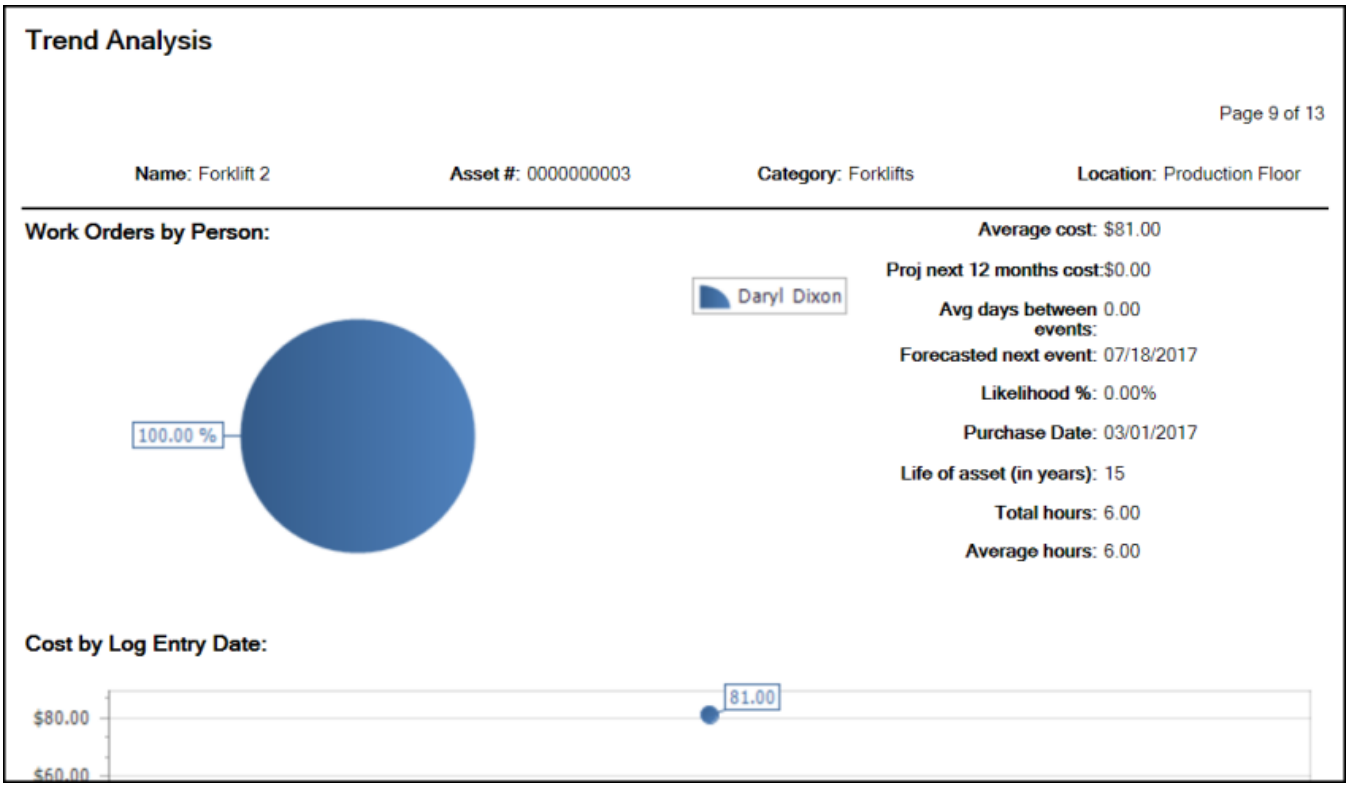
Asset Labels (2x7)

This printout gives you small labels that list the Asset Name, Asset Number, and the QR code. Fourteen labels fit on one page, so this is a good option if you are trying to print smaller labels for multiple Assets. **Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.*

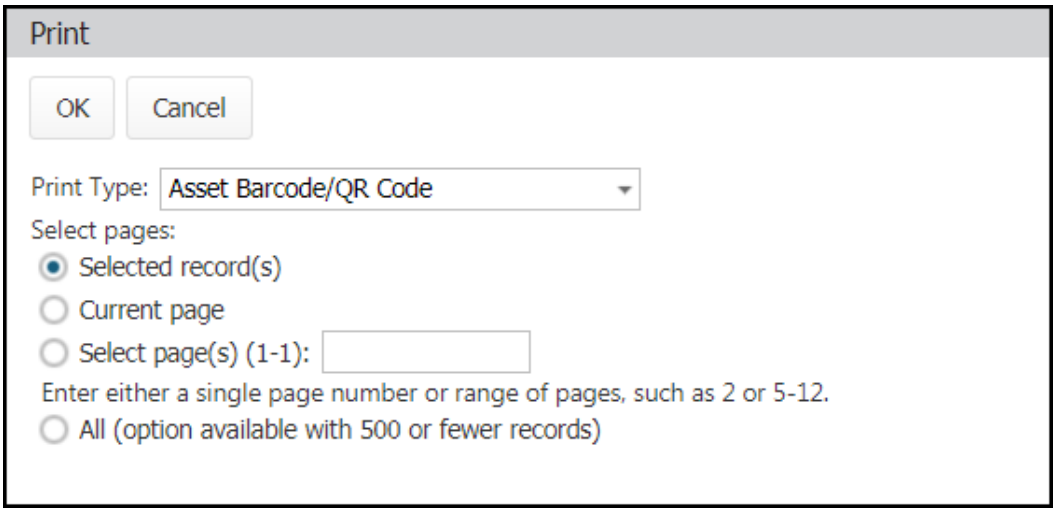


Trend Analysis

The Trend Analysis printout is a popular option because of the depth of data it provides. The data seen here relies on purchase and life cycle data that has been entered on the Asset. You will see one page per Asset, with average and projected cost data and work order or "event" data.



- If you checked off any specific Assets, you will have an option to print only the **Selected record(s)**. Otherwise, you can choose to print just the **Current page** of Assets, or **Select page(s)** to print, such as pages 1-3. If you'd like, you can also select to print **All** Assets, as long as there are fewer than 500 Assets total.
- Click **OK** to produce the printout.



Did you find this helpful?

Yes No

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Creating a work order in the mobile app

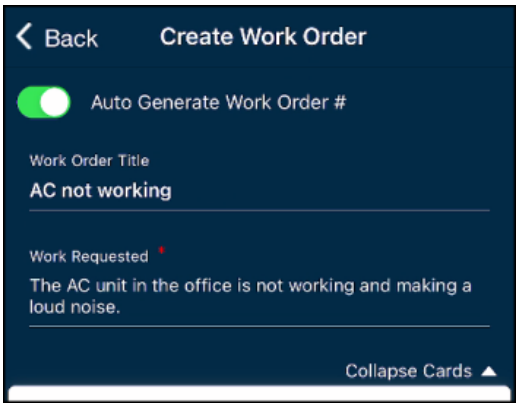
You can easily create work orders in the field using the Asset Essentials mobile app.

Watch the video tutorial:

- Tap the **plus** button (+) at the bottom of the screen.
- Tap + **Work Order**.

Creating a work order

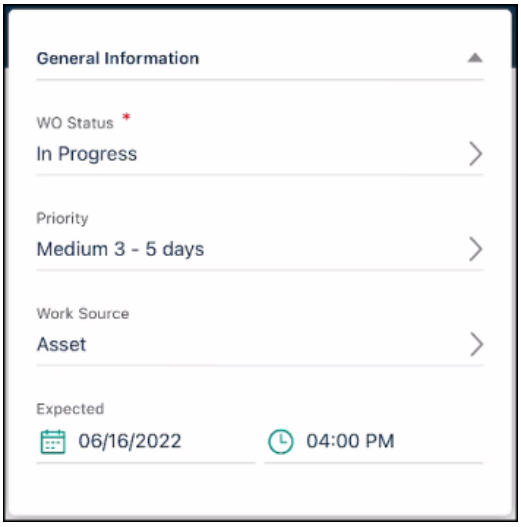
- Leave the **Auto Generate Work Order #** option enabled if you would like the system to generate a Work Order # for your work order once you have submitted it. If not, tap the slider to the off position so you can enter your own **Work Order #**.
- Enter the **Work Order Title**.
- Enter a description of the issue in the **Work Requested** field.



The remainder of the work order form is broken up into cards that can be expanded or collapsed by tapping on the title of the card. Be sure to go through the form and fill out any required fields as noted by the red asterisk (*) symbol. **Note: Depending on your account's configuration, some cards may not be visible, and some fields may already be pre-populated with information.*

General Information

- Select the **WO Status** from the menu if necessary. Depending on your account's configuration, a WO Status may be pre-selected.
- Choose the **Priority**.
- Select the **Source Type**. The source type determines what the work order is associated with. The next work order card you will fill out after the General card will change to match your selection in this field. **Note: The Source Type can be changed after the work order is created if necessary.*
- Select the date and time the work order is **Expected** to be completed.
- Once the work order is saved, the **Days Aged** will display in this card.

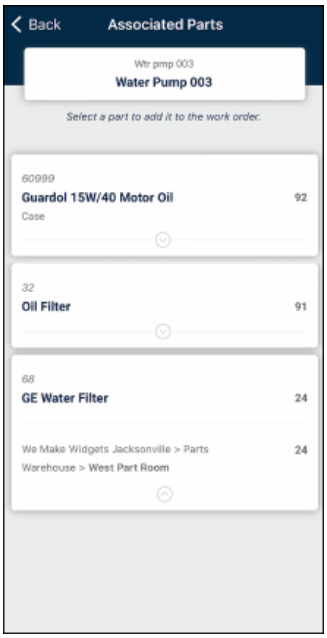


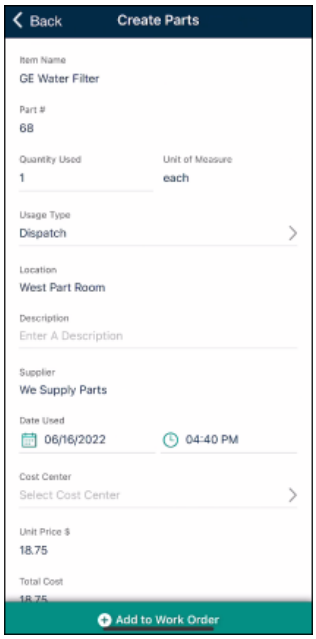
Source type

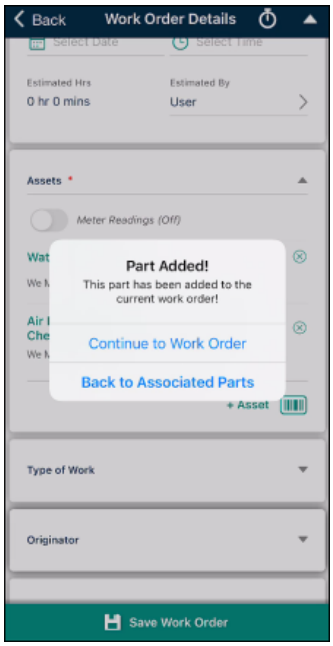
This section title will vary depending on what was selected as the **Source Type** in the General card of the work order. If *Unknown* was selected as the Source Type, this card will not be visible.

Assets

- Tap + **Asset** to search and select one or more Assets from a list or tap the scanner icon ( ) to scan a barcode of the Asset.
- Tap **OK** to associate the selected Asset(s) to your request.
  - If you need to remove the asset from the request, tap the remove icon ( ) next to it.
- Tap the **Meter Readings** toggle to reveal the meter titles associated with this asset.
- To see any associated parts, tap the Asset name.
  - Tap **Associated Parts**.
  - Tap the down arrow to expand an associated part and view all the locations where it is stored.
  - Tap on a part to add it to the work order. **Note: You can add associated parts to a work order once the work order has been saved.*
  - The form will default to the first part location in the list. You can change the location by tapping into the **Location** field and selecting a new one.
  - Update the **Quantity Used** and other necessary fields on the form.
  - Tap **Add to Work Order**.
  - In the confirmation window, tap **Continue to Work Order** to navigate back to the work order or **Back to Associated Parts** to add more parts to the work order.





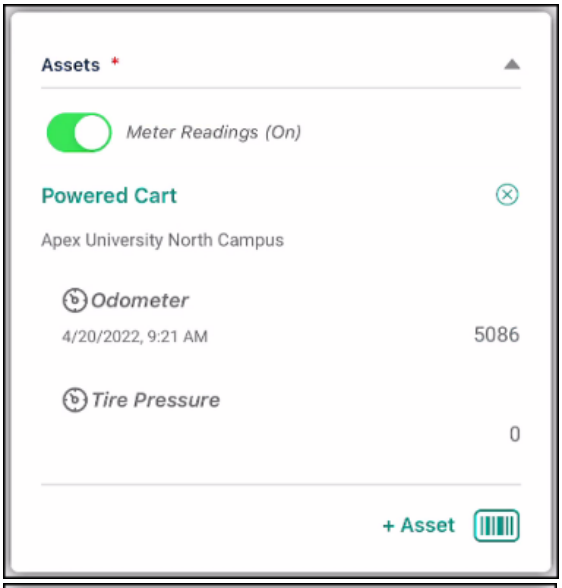


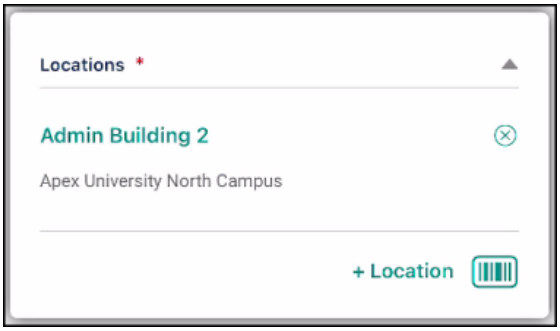
Locations

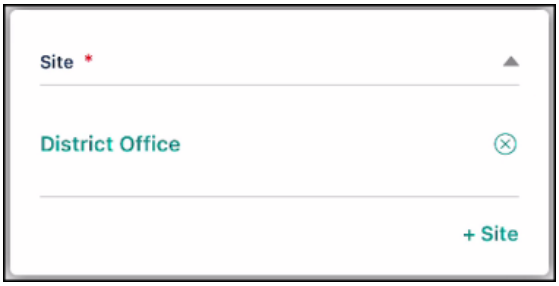
- Tap + **Location** to search or filter for one or more Locations from a list, or tap the scanner icon ( ) to scan a barcode of the Location.
- Tap **OK** to associate the selected Location(s) to your request.
- Tap the remove icon ( ) to remove the Location from the request.

Site

- Tap + **Site** to search and select a Site from a list. **Note: You may or may not be able to select multiple Sites depending on the account's configuration.*
- Tap **OK** to associate the selected Site to your request.
- Tap the remove icon ( ) to remove the Site from the request.

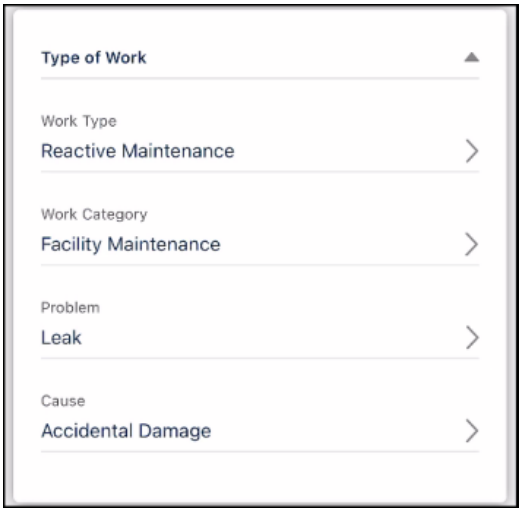






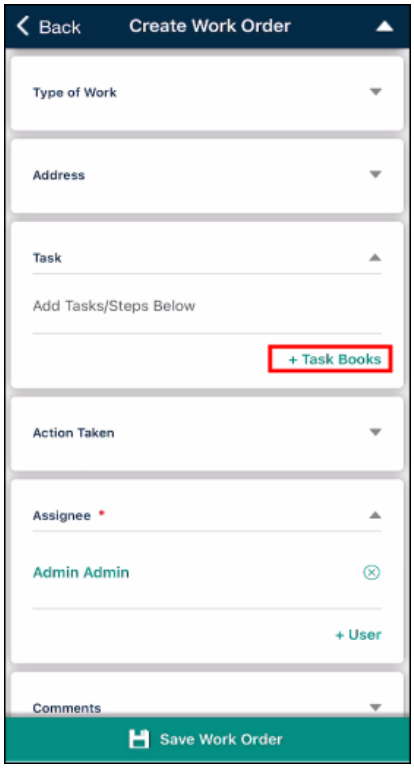
Type of Work

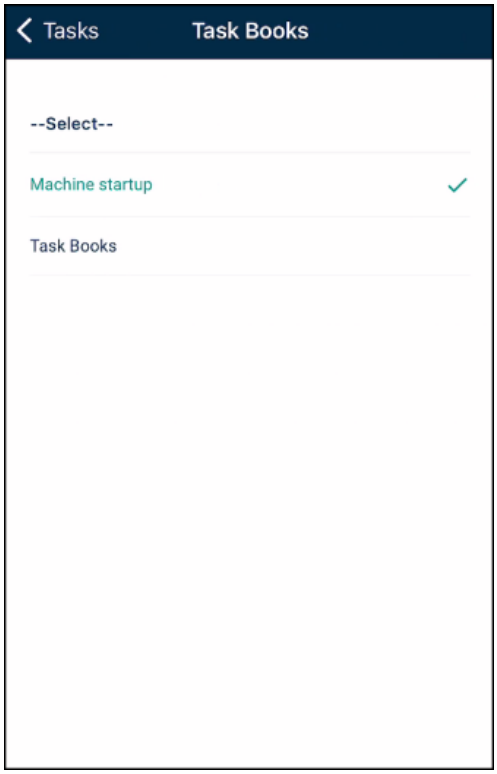
- Select the **Work Type**.
- Select the **Work Category**.
- Select the **Problem**.
- Select the **Cause** of the issue if known.



Task

- Tap **+Task Books** to view a list of available task books that can be added to the work order.
- Search for the appropriate task book in the list.
    - If the task book you need does not appear in the list, go to the Settings page and tap **Refresh Account Settings**. This will re-download all data from the web account and bring in any new task books that have been created. **Note: This refresh happens automatically every 24 hours.*
- Tap on a task book to select it. All tasks within the selected task book are now copied to the task card on the work order.
- If you need to add tasks from another task book to the work order, tap the arrow icon to go back to the Work Order Details screen and tap **Save Work Order**. Then repeat the steps above to select the next task book. The new tasks will follow the tasks from the first task book and will be automatically renumbered based on existing tasks on the work order.

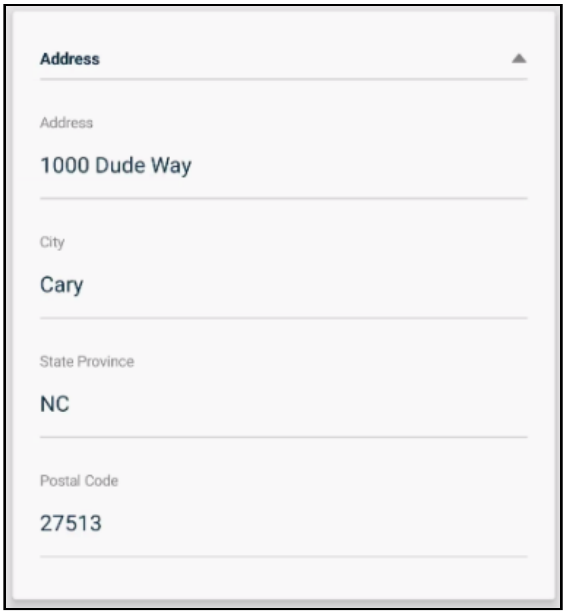




Address

Depending on your account's configuration, you may need to enter an Address for where the work is being requested from or needs to take place.

- Enter the **Address**, **City**, **State Province**, and **Postal Code**.



Action Taken

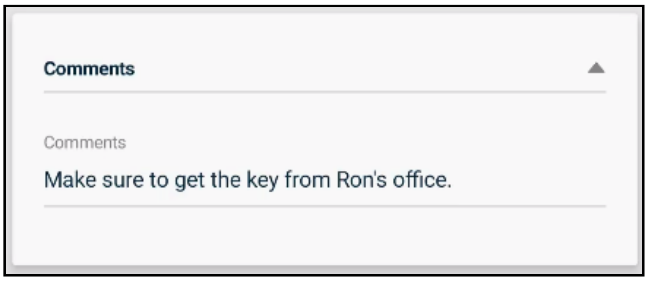
- If the work order has already been completed or is in the process of being worked on, you can enter what was done to address the work requested in the **Action Taken Log** field. We recommend providing as much detail as possible.
- If the work caused the related Asset, Location, or Site to be unavailable for a period of time, enter the **Downtime Hours** and **Downtime Minutes**.

Assigned to

- Tap **+ User**.
- Select whether to assign yourself the work order by tapping the **Add Me** option, or tap the **Add Other Users** option to assign to other users at your organization. **Note: If you are already assigned the work order, you will immediately be taken to the user list to choose another user to assign to the work order.*
- Tap **OK** to assign the selected User(s) to your request.
- Tap the remove icon (⊗) to unassign the User from the request.

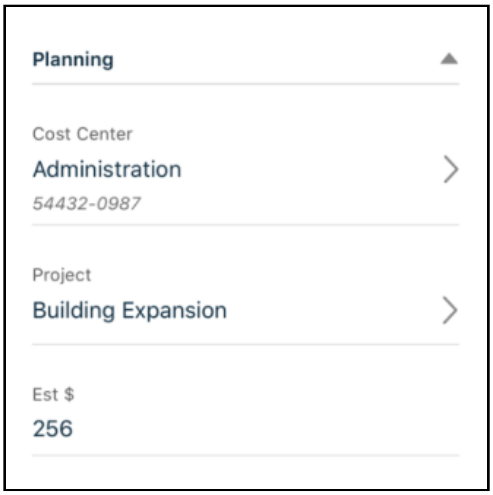
Comments

- Enter any additional **Comments** here.



Planning

- The **Cost Center** field will be automatically populated or left blank depending on the following guidelines:
  - If the source tied to the work order has a cost center assigned, then the cost center field will be automatically populated with that cost center.
  - If there are multiple sources assigned to the work order that have multiple cost centers assigned, then the cost center field will be blank.
  - If the source does not have a cost center assigned, then the cost center field will be automatically populated with the work order template's associated cost center.
- Select a new or different **Cost Center**, if applicable.
- Select a **Project** if the work order is associated with a specific project being tracked by your organization.
- Enter the Estimated Cost of completing the work.



Attachments

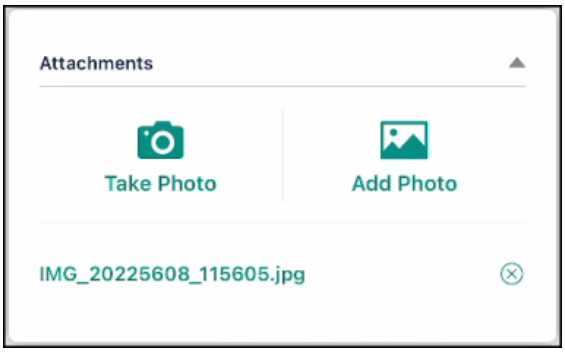
Taking a photo

- Tap the **Take Photo** icon to launch your device's camera. **Note: Depending on the type of device you are using, you may be asked to allow Asset Essentials permission to access your camera. This permission is necessary for Asset Essentials to attach photos taken with your device to the work order. Tap **Allow** if you are prompted for this permission.*
- Use your device's camera to take the photo.
- Once finished, you can tap the **Edit**button to annotate your photo if needed.
  - If you are annotating a photo, use your finger or a stylus to draw on the photo.
  - Tap the **Save** button to add any mark-ups drawn on the photo.
- Tap **Done**.
- Enter a **Name** for the photo if necessary.
- Tap **Save** to attach the photo to the work order.

Adding a photo

- Tap the **Add Photo** icon to launch your device's photo gallery. **Note: Depending on the type of device you are using, you may be asked to allow Asset Essentials permission to access your photo gallery. This permission is necessary for Asset Essentials to attach an already taken photo to the work order. Tap **Allow** if you are prompted for this permission.*
- Select the photo on your device.
- Once finished, you can tap the **Edit**button to annotate your photo if needed.
  - If you are annotating a photo, use your finger or a stylus to draw on the photo.

    - Tap the **Save** button to add any mark-ups drawn on the photo.
- Tap **Done**.
- Enter a **Name** for the photo if necessary.
- Tap **Save** to attach the photo to the work order.



- Tap the **Save Work Order** button at the bottom of the screen.

Did you find this helpful?

Yes No

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Searching and filtering work orders in the mobile app

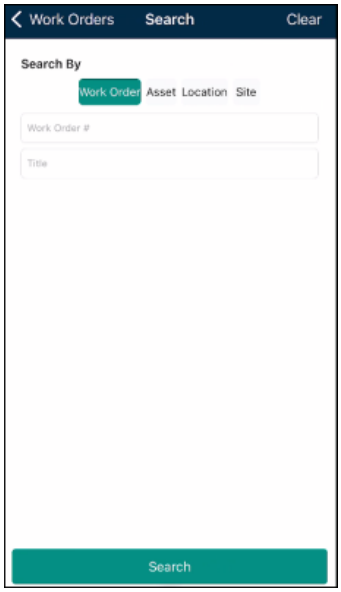
The searching and filtering features in the mobile app allow you to find work relevant to you in a more efficient manner. The saved filters option will allow you to quickly access the various types of work orders you need. You can create new saved filters, duplicate saved filters, or update existing saved filters.

- Tap the **Work Orders icon** at the bottom of the screen.

How to search for a work order

Note: If you've already selected filters, the search will only show results that are within those filters. To search through all work orders, clear the filters by tapping on the filter icon and then tapping **Clear to remove existing filter criteria.*

- Tap on the search icon ( ).
- Select whether you would like to search by **Work Order**, **Asset**, **Location**, or **Site**.
- Enter your specific search criteria in one of the various fields. **Note: The fields that display will depend on which option you select.*
- Tap **Search** to see your results on the work order list screen.

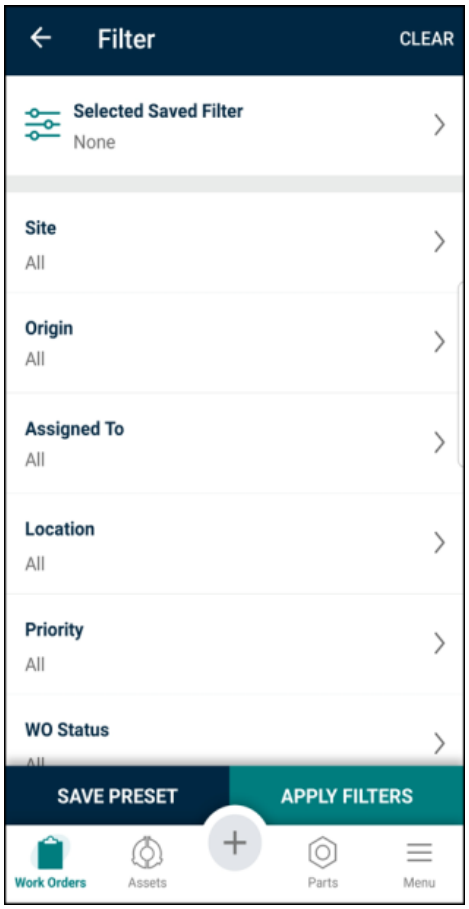


How to filter your work order list

- Tap on the filter icon ( ).
- If you have filtered your work order list in the past, the most recent filter criteria will display. **Note: Previously selected filter criteria will remain until you manually clear the selected criteria.*
- If necessary, tap **Clear** in the top right corner to remove any existing filter criteria.
- Select your filter criteria from the various fields in the list or tap **Selected Saved Filter** to choose a saved filter from the list.

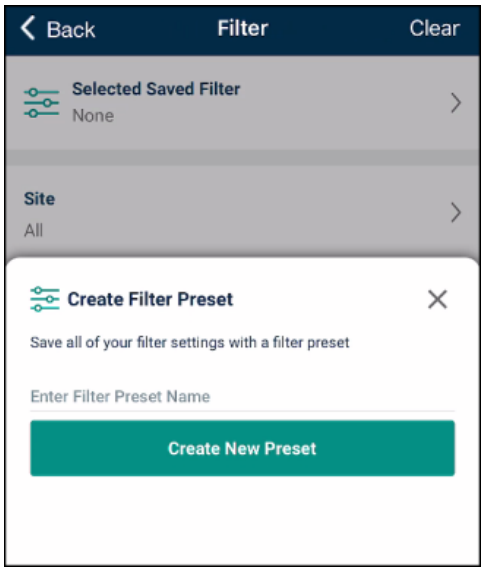
> **Bright Idea:**
>
> If you have multiple saved filters but you only use a couple of them on a regular basis, you can favorite them so they are quick and easy to access whenever you open your Saved Filters list. Tap on the star icon ( ) next to the filters you use the most. The next time you access the Saved Filters list, you will notice that they moved to the top of the list and now display a yellow star icon.

- Tap **Apply Filters** to see your results on the work order list screen. The filter criteria you select will appear under each field in the list, or a number will display if the criteria selected will not fit in the field.



How to create a saved filter

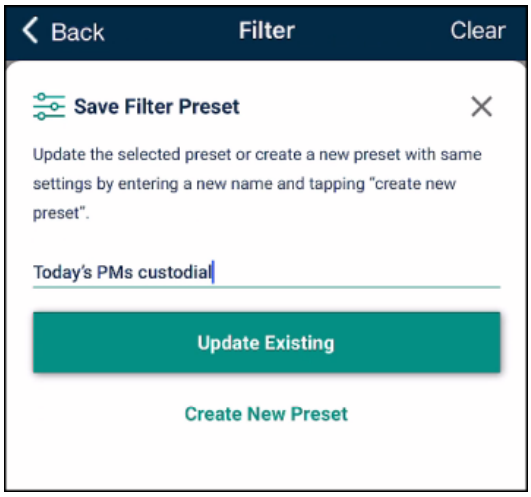
- Tap on the filter icon ( ).
- Select the appropriate filter criteria that you want to be saved.
- Tap **Save Preset**.
- Enter a filter preset name in the Create Filter Preset window that appears.
- Tap **Create New Preset**. A "Preset Created" notification will appear confirming your filter criteria was saved.



How to create a duplicate saved filter

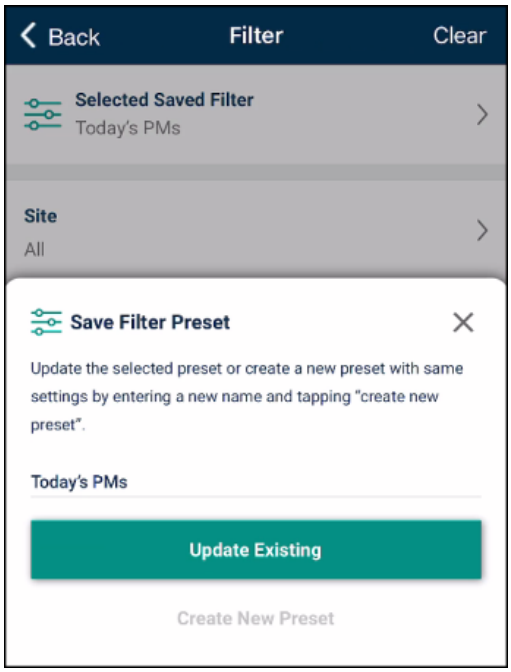
- Tap on the filter icon ( ).
- Tap **Selected Saved Filter**.
- Select a saved filter from the list that you would like to duplicate.
- Adjust the filter criteria to align with what you want to display in the new saved filter.

- Tap **Save Preset**.
- Update the name of the saved filter, then tap **Create New Preset**.



How to update a saved filter

- Tap on the filter icon ( ).
- Tap **Selected Saved Filter**.
- Select a saved filter from the list.
- Update the filter criteria, as needed.
- Tap **Save Preset**.
- Update the name of the saved filter, if necessary.
- Tap **Update Existing**.



Did you find this helpful?

Yes No

Back to Top

Back to Asset Essentials Main Menu

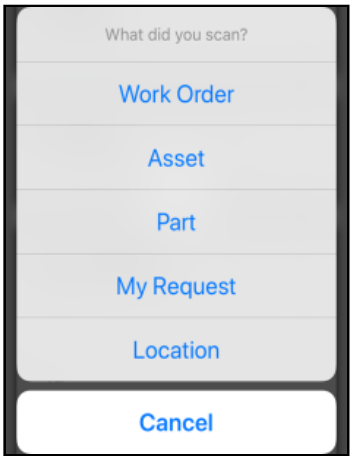
Using barcodes and QR codes

The Asset Essentials Mobile App allows you to scan barcodes or QR codes to quickly look up work orders, assets, and parts.

Watch the video tutorial:

Scanning barcodes

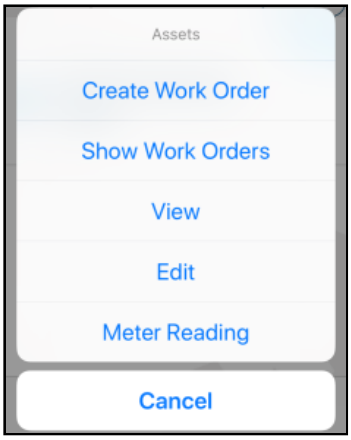
- Tap the scanner icon ( ).
- Scan the item's barcode.
- Select the type of item that was scanned. This will bring up the summary information for that item.



- Tap on the item to access more actions. For example, when you scan an Asset, the available actions include creating a new work order, viewing work order history, or editing information about that Asset. **Note: The actions available will depend on the type of item that was scanned.*

Scanning QR codes

- Tap the scanner icon ( ).
- Scan the item's QR code.
- The app will recognize the type of item you have scanned and provide you with a list of actions to take appropriate for that item.



- Tap on the necessary action. For example, if you scanned an asset's QR code, you will be able to create a new work order, show work order history, view the asset's details, edit the asset's details, or record a new meter reading. **Note: The actions available will depend on the type of item that was scanned.*

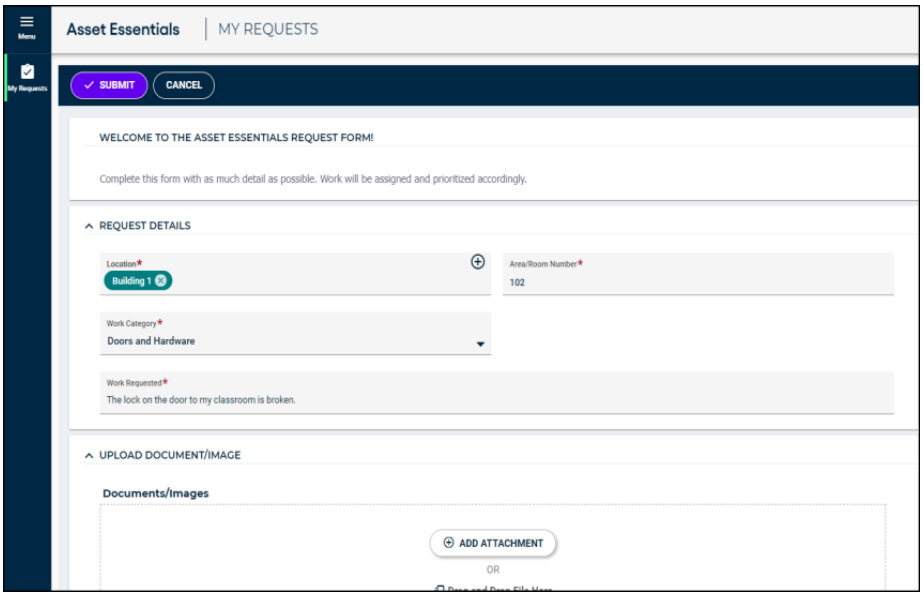
Back to Asset Essentials Main Menu

Submitting and viewing requests

Submitting a work request in Asset Essentials may vary depending on the settings of your organization. When you log into your Asset Essentials account you may immediately be taken to a request form. If you are already logged in, and on your list of requests, click the **New** button at the top of the page to start a new request.

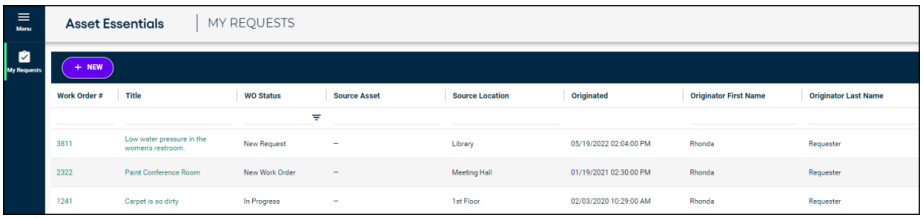
How to submit a request

- The request will default to your assigned site, but if you have the appropriate permissions you can choose a different site, if needed.
- Use the drop-down arrow or plus icon (⊕) to select the Location.
- Enter the **Room Number** or other description in the free text field.
- Choose the **Work Category** that best fits the nature of your request.
- Provide a detailed description of what needs to be done in the **Work requested** section. Use the text editing options if you need to bold, italicize, underline, or add links to your description.
- In the **Upload Document/Image** section, click **Add Attachment** to browse your computer to find any applicable attachments. **Note: You can also drag and drop the file you want to attach into this field to upload it.*
- Click the **Submit** button at the top of your page to submit the work request. You will be taken to your My Requests page after submitting the work request.



How to view your requests

- After submitting a work request, you will automatically be taken to your My Requests page. You also have the option of clicking the **My Requests** menu icon on the side of the page at any time.
- From the My Requests page, you can quickly see the Title, WO Status, Originator First and Last Name, and various other details of your requests.
- You may also see requests submitted by other requesters at your assigned site, depending on your user role.
- If you only want to see your own requests, you can filter the list by typing your name into the **Originator First Name** and **Originator Last Name** columns and pressing Enter on your keyboard.
- In order to see more information about a work request, right click on the record and select **View**.
- If you need to change something about a request you have submitted, right click on the record and select **Edit**. **Note: If the request is no longer in the status of New Request, you will not be able to edit the record. Please contact your Administrator to make any changes.*



Association of Educational Purchasing Agencies

Tabulation Report IFB #024-D - Computerized Maintenance Management System (CMMS Software)
Vendor: DMS Technologies Inc

General Comments:

General Attachments:
AEPA 024-D Part D Questionnaire - CMMS - DMS Technologies Inc.docx
AEPA 024-D Part E Signature Forms - DMS Technologies Inc..pdf
AEPA 024-D Part F Discount Pricing Workbook - CMMS - DMS Technologies Inc.xlsx
Sample Copies of Reporting Capabilities Available to Customers- ebase Privacy Policy .pdf
Sample- ebase Demo Software Environment - DMS Technologies .pdf
Sample of Training Services Available to Customers- Implementation Plan.pdf
Samples - Reports-KPIs - DMS Technologies Inc.pdf
Sample Training Doc - Asset Manager.pdf
Sample Training Doc - Facility Rentals.pdf

Part D - Questionnaire

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Part D – Questionnaire – Name of Company***".
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: DMS Technologies Inc.

Company Address: 330 Vansickle Road, Unit 5

City, State, zip code: St. Catharines, ON, L2S 0B4

Website: https://www.ebasefm.com/

Contact Person: Amanda Mosher

Title: Manager of Business Development

Phone: 905-937-3838

Email: amanda.mosher@ebasefm.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: _____ **public company** X **privately owned company**

In what year was this business started under its present name? 1995

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? _____ **No** X **Yes. If yes, complete the following:**

Date of Incorporation: 1995

State of Incorporation: Ontario, Canada

Name of President: Jeff Douglas

Name(s) of Vice President(s): N/A

Name of Treasurer: N/A

Name of Secretary: N/A

Is this business a partnership? X **No** _____ **Yes. If yes, complete the following:**

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? _____ **No** X **Yes. If yes, complete the following:**

Date of Purchase: 1995

State Founded: Ontario, Canada

Name of Owner/Operator: Jeff Douglas

Is this business different from those identified above? X **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? X **No** _____ **Yes**

Is this business minority-owned? X **No** _____ **Yes**

Does this business have an Affirmative Action plan/statement? X **No** _____ **Yes**

Business Headquarter Location

Business Address	330 Vansickle Road, Unit 5
City, State, zip code	St. Catharines, ON L2S 0B4
Phone	905-937-3838/1-855-777-0272
How long at this address?	14 years

Business Branch Location(s)

Branch Address	1342 Military Road
City, State, zip code	Niagara Falls, NY, 14304
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	
Branch Address	
City, State, zip code	

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Charlene Chen	Manager of Business Services	905.937.3838 Ext. 230	charlene.chen@ebasefm.com
Sales Manager	Jason Camm	VP Business Development	519-573-3493	jason.camm@ebasefm.com
Marketing Manager	Kelly Henderson	Manager of Marketing & Communications	905-937-3838 Ext. 232	kelly.henderson@ebasefm.com
Customer & Support Manager	Chris Mansell	VP Business Operations	905-937-3838 Ext. 238	chris.mansell@ebasefm.com
Distributors, Dealers, Installers, Sales Reps	N/A			
Consultants & Trainers	N/A			
Technical, Maintenance & Support Services	Daryl Jones	VP Technology	905-464-0017	daryl.jones@ebasefm.com
Quotes, Invoicing & Payments	Charlene Chen	Manager of Business Services	905.937.3838 Ext. 230	charlene.chen@ebasefm.com
Warranty & After the Sale	Jason Camm	VP Business Development	519-573-3493	jason.camm@ebasefm.com
Financial Manager	Charlene Chen	Manager of Business Services	905.937.3838 Ext. 230	charlene.chen@ebasefm.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
N/A		

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.

Training and support is available to the Clients team before, during and after implementation. Training may occur via phone, virtually via Microsoft Teams, through help documents and custom videos. Training can be customized to suit the Clients configuration and will be offered for specific roles/permissions within the software. Example, a virtual meeting reviewing how to review, complete jobs and add labour onto a work order may occur for the trades people, whereas the Custodial group would have a different training date to review their responsibilities within the software. Our subscription model offers unlimited training and support, if there is a large turnover in staff a year down the road, our team will provide training for that user group again at no additional fee.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. 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 AEPA.
Our experienced team of focused national account managers along with our client service managers, software engineers and support staff have propelled DMS Technologies Inc. to one of the leading providers of Facility Management Software in Canada. This team along with our 16 customized modules, created to enhance processes while saving time and money, will be a leading driver if awarded this contract. ebase has assisted a diverse range of facilities management professionals over the past decade in improving workflow and facility management processes. We work closely with our clients, employing a user-driven approach to software to ensure that client solutions constantly evolve to reflect the unique needs of our users.

Products, Services & Solutions

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.
FACILITY RENTALS (COMMUNITY USE OF SCHOOLS)- Significantly reduce the workload and handling time associated with the permit process for community users. This module offers the most comprehensive, user-friendly, K-12 CUOS application available on the market today with an online public portal, credit card functionality and detailed reporting capabilities to meet Ministry requirements.
MAINTENANCE WORK ORDERS- Easily configurable and multi-functional, Maintenance Work Orders streamlines facility requests for routine maintenance providing increased communication and improved service levels within your organization. Intuitive KPI dashboards and reports can be used to identify trends, improve overall processes and determine critical business strategies.
IT WORK ORDERS- The ebase IT Work Orders module provides an easy-to-use interface which allows users to enter their IT related issues and requests for resolution. These work orders are then dispatched to the appropriate group or individual based on your procedures. IT Work Orders tracks the progress of each request and is transparent to all users, while administrative information such as labour and costs are available to users with higher level access.
ASSET MANAGER- Robust and fully user defined, Asset Manager for ebase allows users the ability to catalogue and record vital asset information for the purposes of scheduled maintenance and lifecycle management. Customer defined asset templates, maintenance task libraries and configurable industry formats maximize benefits and reduce costs.
PROJECT MANAGER- Use Project Manager for ebase to track capital projects including budgets, cost analysis, asset replacement and project scheduling. Identify future and current projects, report on planned capital requirements and develop an ongoing history for completed projects. Compatible with capital planning solutions such as TCPS and VFA.
OPERATIONS MANAGER- Use Project Manager for ebase to track capital projects including budgets, cost analysis, asset replacement and project scheduling. Identify future and current projects, report on planned capital requirements and develop an ongoing history for completed projects. Compatible with capital planning solutions such as TCPS and VFA.
FORM LOGIC- This tool allows you to record, store and report on employee incident/accident forms. Users can create a new form as needed and manage in process or review completed forms belonging to them. Built in notifications will allow administrators to be notified once forms are submitted for next steps. Create custom templates and permissions for each stage within forms, alleviate paper forms.
SUPPLIES- User-defined supply catalogues featuring multi-vendor and product integration, provide users with an easy- to-use, consistent ordering system for the procurement of supplies such as custodial products and consumables. Integrated inventory controls allow users the ability to manage supply levels and control costs.
INVENTORY- Manage supply levels and control costs with our Inventory module. Real-time quantity syncs prevent out of stocks, reduce picking and shipping errors with a complete view of all items, and easily stay on top of re-orders to ensure that your purchasing decisions are backed by hard data.

HAZARDOUS SUBSTANCES- Manage supply levels and control costs with our Inventory module. Real-time quantity syncs prevent out of stocks, reduce picking and shipping errors with a complete view of all items, and easily stay on top of re-orders to ensure that your purchasing decisions are backed by hard data.
SAFE WORKPLACE- Record, store and report on compliance records related to staff and contractors within your ebase application. Ensure that approved contractors and internal staff meet current certification and training criteria. Manage continual employee training and certification with integrated delivery of content and training tools, scheduled to ensure compliance.
REGISTRATIONS- Utilize Registrations for ebase to organize and manage adult education courses and specialized educational offerings available to public users. Provide and complete registration information, process fees and manage content all online within the structure of your ebase application.
DIGITAL LOGBOOKS- Eliminate traditional logbooks through Digital Logs for ebase. Unlimited by design, users can create custom templates or choose from an existing library of Sand and Salting Logs, Fire Safety, or Compliance logs for all users. Automatically scheduled, compliance monitored and reportable through our easy-to-use interfaces, Digital Logbooks ensure vital records and logs are always current and available.
FACILITY INSPECTIONS- User defined and unlimited in scope, our Inspections Manager for ebase gives users the ability to generate, record and action issues identified through various inspections, such as Joint Health & Safety Inspections, Facility Condition Assessments, Operational Audits and Mechanical Compliance Inspections. Integrate with Maintenance Manager to easily create associated work orders and track issue resolution.
TIMESHEETS- Fully integrated time management tool that captures employee hours and manages associated data. Designed and developed to work independently or can be used to automatically capture employee labour within applicable ebase modules. Timesheets for eBASE is the answer to replacing paper timesheets.
DOCUMENT MANAGER- Upload, share and view unlimited information within your organization with our Document Manager for ebase. Integrated viewers allow for read-only access to CAD drawings, scanned images in an unlimited variety of configurations and user-defined categories and file formats.
LOCK & KEY MANAGER- Use ebase Lock & Key Manager to track and record key and lockset inventory. Allows key assignment to users in the system such as community use groups and contractors, records applicable deposit information and assign timelines for return.
FLEET MANAGER- Easily access detailed information related to your fleet of vehicles, including driver information, service records, fuel purchases and vehicle history. Generate scheduled maintenance requests for service. Compatible with most GPS providers and associated systems.

Functionality

Provide a listing of modules for your product and what specifications from Section 5 are included in each.
024-D Computerized Maintenance Management System FACILITY RENTALS (COMMUNITY USE OF SCHOOLS)- Significantly reduce the workload and handling time associated with the permit process for community users. This module offers the most comprehensive, user-friendly, K-12 CUOS application available on the market today with an online public portal, credit card functionality and detailed reporting capabilities to meet Ministry requirements. MAINTENANCE WORK ORDERS- Easily configurable and multi-functional, Maintenance Work Orders streamlines facility requests for routine maintenance providing increased communication and improved service levels within your organization. Intuitive KPI dashboards and reports can be used to identify trends, improve overall processes and determine critical business strategies. IT WORK ORDERS- The ebase IT Work Orders module provides an easy-to-use interface which allows users to enter their IT related issues and requests for resolution. These work orders are then dispatched to the appropriate group or individual based on your procedures. IT Work Orders tracks the progress of each request and is transparent to all users, while administrative information such as labour and costs is available to users with higher level access. ASSET MANAGER- Robust and fully user defined, Asset Manager for ebase allows users the ability to catalogue and record vital asset information for the purposes of scheduled maintenance and lifecycle management. Customer defined asset templates, maintenance task libraries and configurable industry formats maximize benefits and reduce costs. PROJECT MANAGER- Use Project Manager for ebase to track capital projects including budgets, cost analysis, asset replacement and project scheduling. Identify future and current projects, report on planned capital requirements

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REGISTRATIONS- Utilize Registrations for ebase to organize and manage adult education courses and specialized educational offerings available to public users. Provide and complete registration information, process fees and manage content all online within the structure of your ebase application.
DIGITAL LOGBOOKS- Eliminate traditional logbooks through Digital Logs for ebase. Unlimited by design, users can create custom templates or choose from an existing library of Sand and Salting Logs, Fire Safety, or Compliance logs for all users. Automatically scheduled, compliance monitored and reportable through our easy-to-use interfaces, Digital Logbooks ensure vital records and logs are always current and available.
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FLEET MANAGER- Easily access detailed information related to your fleet of vehicles, including driver information, service records, fuel purchases and vehicle history. Generate scheduled maintenance requests for service. Compatible with most GPS providers and associated systems.

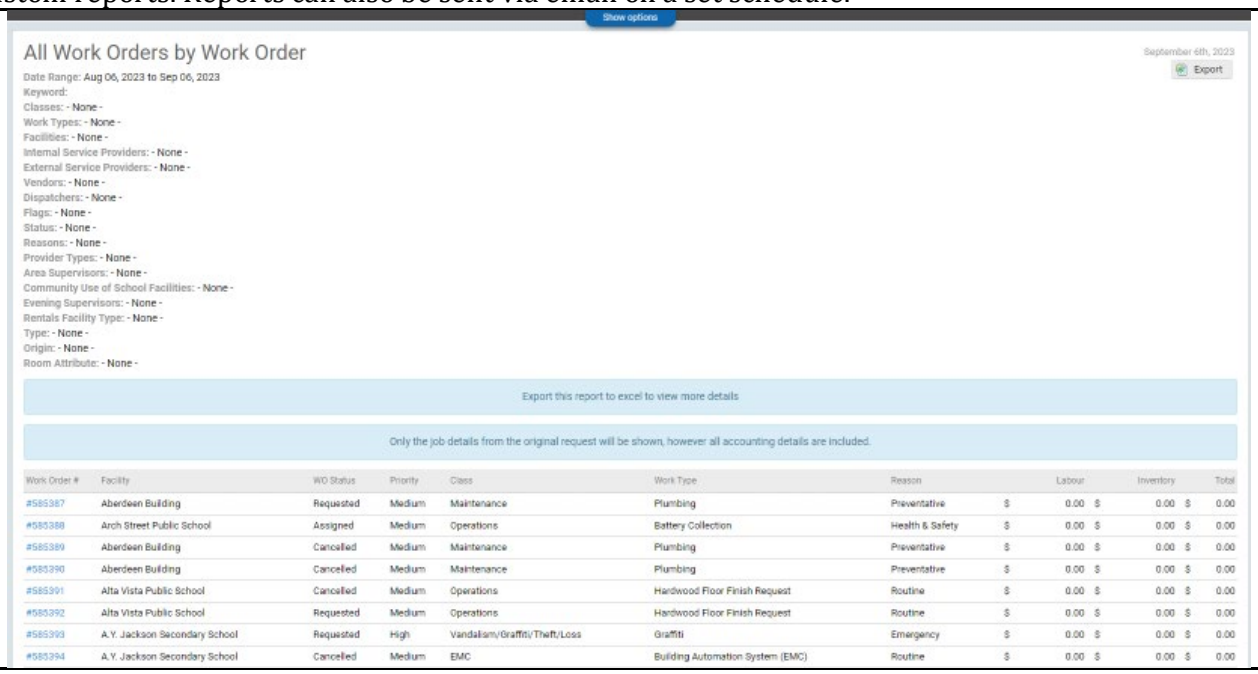
Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.

Software updates occur throughout the year, at approximately 8–10-week intervals. The development period is approximately 8 weeks, and an additional 2 weeks are slotted for communication and staging. Unit testing is part of the development process. Functional and user testing occurs during the development period. Testing environments are a mirror to our production environment to minimize any issues between the two environments. During the development and testing, any necessary communication and training resources are created and sent out. Updates may occur on Tuesday evenings at approximately 9:00 PM EST. The specific date and contents of the

update are part of the communication sent out to clients. In the event of a failure during the update, the system is rolled back to the previous stage and the update would be rescheduled for a future Tuesday.

Describe the reporting capabilities available to the customer. Provide sample copies.

Each ebase module includes a reporting engine complete with some standard formatted reports. These reports have been created based on the needs of facilities management teams over the past decade. Some ebase modules also include a custom reporting engine allowing users with the correct permission set to create and format their own custom reports. Reports can also be sent via email on a set schedule.



Show options

All Work Orders by Work Order

September 6th, 2023

Export

Date Range: Aug 06, 2023 to Sep 06, 2023
Keyword:
Classes: - None -
Work Types: - None -
Facilities: - None -
Internal Service Providers: - None -
External Service Providers: - None -
Vendors: - None -
Dispatchers: - None -
Flags: - None -
Status: - None -
Reasons: - None -
Provider Types: - None -
Area Supervisors: - None -
Community Use of School Facilities: - None -
Evening Supervisors: - None -
Rentals Facility Type: - None -
Type: - None -
Origin: - None -
Room Attribute: - None -

Export this report to excel to view more details

Only the job details from the original request will be shown, however all accounting details are included.

Work Order #	Facility	WO Status	Priority	Class	Work Type	Reason	Labour	Inventory	Total
#585387	Aberdeen Building	Requested	Medium	Maintenance	Plumbing	Preventative	$ 0.00	$ 0.00	$ 0.00
#585388	Arch Street Public School	Assigned	Medium	Operations	Battery Collection	Health & Safety	$ 0.00	$ 0.00	$ 0.00
#585389	Aberdeen Building	Cancelled	Medium	Maintenance	Plumbing	Preventative	$ 0.00	$ 0.00	$ 0.00
#585390	Aberdeen Building	Cancelled	Medium	Maintenance	Plumbing	Preventative	$ 0.00	$ 0.00	$ 0.00
#585391	Alta Vista Public School	Cancelled	Medium	Operations	Hardwood Floor Finish Request	Routine	$ 0.00	$ 0.00	$ 0.00
#585392	Alta Vista Public School	Requested	Medium	Operations	Hardwood Floor Finish Request	Routine	$ 0.00	$ 0.00	$ 0.00
#585393	A.Y. Jackson Secondary School	Requested	High	Vandalism/Graffiti/Theft/Loss	Graffiti	Emergency	$ 0.00	$ 0.00	$ 0.00
#585394	A.Y. Jackson Secondary School	Cancelled	Medium	EMC	Building Automation System (EMC)	Routine	$ 0.00	$ 0.00	$ 0.00

Indicate how long 'history' records are maintained for use by the customer.

History records are maintained for the length of the contract.

Describe the system's security capabilities and the privacy protection available to customers. This should include examples of secure authentication methods used (i.e. Password Authentication protocol, Multi-Factor Authentication, Single Sign-on, etc.).

Please refer to the document: Sample Copies of Reporting Capabilities Available to Customers- ebase Privacy Policy attached.

Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.

The next steps of this process will include a demo of the software led by one of our national account managers, where they will lead you and your team through the software, highlighting key features and processes. Attached you will see some snapshots from our demo environment, but we would be more than happy to set up a time to meet and take you through the software. Please refer to the document: Sample- ebase Demo Environment- DMS Technologies attached.

Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to enable customers to move from legacy ticketing systems to the vendor's solution.

Our team has experience transitioning clients to ebase from legacy systems.

Describe your company's warranty policy for your product.

DMS warrants that the Selected ebase Module(s) will perform substantially and materially in accordance with the functional specifications provided to the Client under normal use and circumstances for the Selected ebase Module(s) provided in accordance with this Agreement. If there is a material breach of the above warranty, DMS' entire liability and Client's entire remedy shall be at DMS' sole discretion to: Modify the Selected Base Module(s)

to conform to the functionality specifications provided to the Client; or Terminate this Agreement with no further liability to DMS or the Client. Other than as set out above, the Client expressly agrees that use of the Selected ebase Module(s)is at the Client's sole risk. The Selected ebase Module(s) is provided on an "as is, as available" basis. DMS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, as well as warranties arising by usage of trade, course of dealing or course of performance. DMS makes no warranty that the Selected ebase Module(s) will meet the Client's requirements that the services will be uninterrupted, timely, secure or error-free, or that defects in the Selected ebase Module(s) will be corrected. DMS makes no warranty as to the results that may be obtained from use of the Selected ebase Module(s) or as to the accuracy or reliability of any contents or information or payment transaction obtained or made by the Selected ebase Module(s). The Client understands and agrees that any material or data downloaded or otherwise obtained through the Selected ebase Module(s) is done at the Client's own discretion and risk and that the Client will be solely responsible for any damage to the Client's computer systems or loss of data or income that results from the download of such material or data or transactional use of the Selected Base Module(s).DMS' liability for any claims, costs, losses, expenses or damages of any kind whatsoever, including but not limited to liability for any fundamental breach of this Agreement or for patent, copyright or any other intellectual property right infringement, shall not exceed the subscription fees paid hereunder for the use of the Selected ebase Module(s). In no event, will DMS be liable for any special, indirect, incidental, consequential or punitive damages (including, without limitation, damages for loss of profit, loss of data, loss of use, loss of business information or any other intangible property), even if DMS has been advised of the possibility of such damages or if such damages were reasonably foreseeable, whether in an action based in contract, tort, strict liability, breach of warranty or otherwise. Client's sole remedies are as set forth herein.

Provide the estimated cost of major upgrades over the past three years.

All major updates are made available to all client instances. Additional fees will only be applicable if custom development is requested by the client and approved by DMS Technologies.

Provide the estimated hours per year spent performing data administration and backups.

Data backups are automated, so there are no manual hours estimated.

Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.

All ebase instances are hosted on Microsoft Azure Virtual Machines, allowing DMS Technologies Inc. to easily increase available computing resources to meet demand. While the ebase software is shared amongst clients on the Virtual Machine, all database and information stores are separated per client. This ensures that all client data exists in their own environment. VM instances are available across Azure Regions, in the event one region becomes unavailable. Databases are backed up daily and retained for 7 days. Each week, a backup is copied to another Azure Region for off-site redundancy. Each month a backup is taken and stored for a period of one year. Each year, data is backed up and placed into Archived Storage within the Microsoft Azure Region. Backups are tested for real-world recovery monthly.

Indicate if cloud computing/Software as a Service (SaaS) is an option with the proposed system.

ebase is a Software-as-a-Service solution. In fact, having been in space since 2002 – we like to think that we defined the model that has become the industry standard. It is not just about cloud-based computing or subscription fees. At DMS Technologies Inc., SERVICE is our first priority – we have built our organization around it. We believe that it is important to build meaningful relationships with our clients, ensuring that the application is always being utilized properly.

Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.

DMS Technologies Inc. (o/a ebase) hosts all production-environment servers with Microsoft Azure. Each Client environment is hosted in its applicable geographical azure region. For example, Canadian customers are hosted in the Canada East or Canada Central Azure Regions. United States based customers are stored in the US East Azure Region.

Training, Support, and Additional Services Available

Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.

Please refer to the attached Sample Training Documents for more samples.
There are 3 (three) levels of ebase Software Support Tiers when it comes to ebase Technical Response Times. If any ebase client experiences a Priority Level 1, 2, 3, or 4, they should follow the following Support Tier structure to ensure their technical request is resolved. Please note, support tiers may differ based on each ebase user. For example, maintenance staff, custodial staff, principals, etc. may reach out to a client facing representative who will then funnel ebase Technical Requests through our ebase Support Channels outlined within this document.

Tier Level	Description	ebase Contact	Contact Info
1	First point of contact for Priority Levels 1-4	Assigned Client Services Coordinator (CSC)	CSC contact information would be provided upon Implementation
2	Second point of contact for Priority Levels 1-4	ebase Help Desk	helpdesk@ebasefm.com 1-855-777-0272
3	Third point of contact for Priority Levels 1-2	VP Business Operations	chris.mansell@ebasefm.com

List any additional training services and costs available to customers.

ebase users are given unlimited training and support through our customer support module. We offer ebase University sessions for all clients which offer learning opportunities for various modules through an online platform.

List any available update and support contracts, including policy and frequency, for your program.

With no additional hardware costs, no initial setup costs, automated updates, and scalable usage, the ebase suite of software meets and exceeds the challenges that arise in the world of facilities management. What sets us apart is our commitment to providing unlimited support ensuring you receive assistance whenever needed. Automated updates keep you current without disruptions, and security checks ensure compliance and data protection. We're committed to hassle-free facilities management, allowing you to focus on your operations.

Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.

In the event that a party to this Agreement fails to perform any of its obligations under this Agreement, the other party may provide written notice of breach to such breaching party. If the breaching party does not fully cure each such breach within thirty (30) days of receiving such notice, the other party may immediately terminate this Agreement by providing written notice of termination to the breaching party. EFFECTS OF TERMINATION (a) Upon the expiry or the termination of this Agreement (the "Termination Date"), the Client will no longer be allowed access the Selected ebase Module(s) and all obligations of DMS under this Agreement shall cease. (b) Any expiry or termination of this Agreement shall relieve the Client of its obligations to pay to DMS any fees and/or amounts that have accrued after the termination date. The Client shall pay to DMS any fees that are otherwise due to DMS under this Agreement. (c) Refunds, where applicable, are pro-rated to the date of termination.

Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.

A new installation of ebase involves more than just activating the software; a good approach will involve several steps to determine and configure all features and facets of the system. Typically, the "groundwork" is laid through discovery and strategy workshops, during which the system is configured according to existing or revised business practices. The designated ebase Team Members work closely with each client to ensure their needs and

requirements are more than met within our ebase System. This can include but is not limited to, successful onboarding, Go-Live dates, integrations with third-party solutions, and complete configuration setup.
THE TYPICAL ROADMAP IS AS FOLLOWS:

1. Identify and Define the Need- Planning investigative meetings and workshops to comprehensively address client requirements and associated objectives is our foremost concern to ensure the client's needs are being met effectively. Map Objectives and Expectations, Identify and Define User Groups, Systems Integration and Information Technology Impact, Existing Planned Maintenance Practices, Current Data Analysis and Reporting Abilities.
2. Develop a Strategy Strategic meetings to review proposed methodology and business processes are initiated. Review workflow process and Lifecycle Processes, Define Business Process, Develop an Implementation Plan, Establish Time Frames and Milestones.
3. Plan and Design for Successful Implementation- This phase involves selecting a small pilot group within certain facilities or departments to test the software. During this step the following items will be addressed: Conversion of Existing Data, Develop Test Suite, Execute Pilot Project, Monitor System.
4. Execute the Plan- Based upon a successful implementation from the trail period – a system wide launch can be addressed. System Wide Product Launch, Facility-Based User Training Workshops, Administrative Training and Acceptance.
5. Ongoing Application Support & Customer Service- DMS will continue to support the process, the people and the product for as long as the client subscribes to the system. DMS Technologies prides itself in offering industry leading support to ensure the successful implementation and use of our software. At this stage, all preventative maintenance cycles for desired assets will be enabled. Help Desk Integration, User Customization, Monthly and Annual Monitoring, System Upgrades, New Features.

Include information on any additional services you will provide through this contract if awarded.

ebase offers unlimited training and support for our clients.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

DMS Technologies Inc.'s proposal to distribute our services nationwide will be similar to our approach locally. As a market leader in K-12 education, our national account managers attend numerous trade shows and stay updated on industry trends while engaging with clients. With an active participation in nationwide trade shows and AEPA events we enhance our product distribution efforts. Our team at ebase will also prioritize and oversee continuous software updates to ensure our solutions remain cutting-edge and meet evolving needs.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
ebase US Corporate Office	Niagara Falls	New York

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

At DMS Technologies Inc. we do not use any subcontractors, distributors or installers.

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 state(s) wherein they are eligible to provide services on behalf of the business.
N/A

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.
N/A

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.
N/A

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.
N/A

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Kelly Henderson	Manager of Marketing and Business Development	905.937.3838 x232	kelly.henderson@ebasefm.com
Katie Bufalino	Marketing & Business Development Coordinator	905.937.3838 x236	katie.bufalino@ebasefm.com
Amanda Mosher	Manager of Business Development	905.937.3838 x223	amanda.mosher@ebasefm.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.
NSPMA, EFMA Spring Workshop, OASBO, AEFAA Spring Workshop, EFMA BC, OMC Workshop, AEFFA, AMCTO, ASBO International, CFTA, CAIS, ERAPPA, NCPSMA, FSPMA, KSPMA, TSPMA

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.
DMS Technologies will market the new contract to eligible Member Agencies through personalized strategies, tailored presentations, product demonstrations, and transparent pricing. We differentiate the new agreement by highlighting its unique value proposition, enhanced features, cost-effectiveness, scalability, and responsive support, all while sharing success stories and emphasizing regular updates to stay current with industry trends.

This approach ensures that agencies understand the distinct advantages of the new contract compared to existing ones.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan. • Process on how the contract will be launched to current and potential agencies. • The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information. • Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract. • How the contract award will be displayed/linked on the Respondent's website.
To launch the contract, our team will begin by conducting market research to identify agencies and segment them based on their specific needs. During initial introductions and demo environment testing, we will highlight the contract's benefits and how the software solution can address agency challenges. Throughout the process, transparency and responsiveness to agency concerns are emphasized. Once an agency expresses interest, efficient contract negotiations and onboarding processes are put in place. Continuous monitoring of agency satisfaction, provision of marketing collateral, and ongoing support and relationship-building efforts contribute to a successful contract launch. ebase software can create and maintain vibrant, full-color print and electronic advertisements featuring our logos and contact details, ensuring our brand message is consistently conveyed with professionalism and relevance. Our team anticipates a comprehensive marketing strategy for the AEPA awarded contract, including contract announcements, planned advertisements, coverage in industry periodicals, and various direct or indirect marketing activities and we are committed to raising awareness and promoting the contract effectively through a versatile approach. This would include a wide range of actions including planned advertisements across various media channels including social media and print media. Engage in direct and indirect marketing activities, such as email campaigns, webinars, partnerships and more. We will also prioritize leveraging positive feedback and success stories from our clients.

Environmental Initiatives

Describe how your products and/or services support environmental goals.
ebase software supports environmental goals by enabling paperless operations, reducing energy consumption, optimizing resource use, providing sustainability insights, and aiding in compliance and reporting.

Indicate if your company has any products in your offering that have any third-party environmental certifications.
While ebase does not possess any official certifications for our green objectives, we are proud to be recognized by our clients as a leader in environmentally responsible practices, contributing to a eco-friendly business environment.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).
We seek continual improvement throughout our business operations to lessen our impact on the local and global environment by conserving energy, reducing water and waste; and an active recycling program.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.
As ebase operates entirely on a cloud-based software, our solution aligns with environmental preferences, enabling clients to eliminate the need for paper products.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

There are several important things that separate us from the competition and have allowed ebase to become the market leader for K-12 in Canada. Our all-inclusive annual subscription model provides full and complete access to the experienced team of ebase specialists at no extra cost. Unlimited user licensing, ongoing maintenance and comprehensive training and support ensure the best user experience possible. ebase offers additional savings as our web-hosted software requires no substantial hardware, set-up services or costly annual updates. Users access their tailored modules through standard web-browsers, which eliminates the need for system upgrades when functionality needs change. You will pay only for the modules you require, and should those need change over time, our Software-as-a-Service model (SaaS) lets you easily add or remove modules. ebase operates a highly configurable system, which means as we receive feedback and suggestions from our clients, we use it to improve everyone's experience. These software changes are distributed to clients immediately, ensuring you always benefit from the most up-to-date version. Each of the modules has been built with customization capabilities in mind. Every client is unique and the ebase team works with each organization to make sure the module suits your organization's unique terminology.

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.).

Provide detail on where your company has integrated with a pubic 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.

There are various APIs available throughout the software. We have created custom reports that can be exported from the software to be uploaded into ERP systems.

Disclosures

Legal: Does this business have actions currently filed against it? X **No** _____ **Yes** _____

If **Yes, <u>AN ATTACHMENT IS REQUIRED</u>:** 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.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
Toronto District School Board	Ndaba Njobo	Facility Permitting Coordinator	416-397-2555	Ndaba.njobo@tdsb.on.ca
Ottawa-Carleton District School Board	Kenneth Messervey	Supervisor of Maintenance	613-596-8790	kenneth.messervey@ocdsb.ca
District School Board of Niagara	Lucas Salvatore	Contracted Services Supervisor	905-641-2929 x54373	lucas.salvatore@dsbn.org

London District Catholic School Board	Peter Homm	Manager of Maintenance	519-663-2088 x 43310	phomm@ldcsb.ca
Black Gold School Division	Robert Krahn	Director of Facilities	780-955-6068	Robert.krahn@blackgold.ca

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes		X	
Colorado	Yes		X	
Connecticut	Yes		X	
Florida	Yes		X	
Georgia	Yes		X	
Illinois	Yes		X	
Indiana	Yes		X	
Iowa	Yes		X	
Kansas	Yes		X	
Kentucky	Yes		X	
Massachusetts	Yes		X	
Michigan	No		X	X
Minnesota	Yes		X	
Missouri	Yes		X	
Montana	Yes		X	
Nebraska	Yes		X	
New Jersey	Yes			
New Mexico	Yes		X	
North Dakota	Yes		X	
Ohio	Yes		X	
Oregon	Yes		X	
Pennsylvania	Yes		X	
South Carolina	Yes		X	
Texas	Yes		X	
Virginia	Undecided		X	
Washington	Yes		X	
West Virginia	Undecided		X	
Wisconsin	Yes		X	
Wyoming	Yes		X	

e-Commerce: Does this business have an e-commerce website? X **No** _____ **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options?	_____	**No**	X	**Yes**
Does this business have a toll-free customers support phone option?	_____	**No**	X	**Yes**
Does this business offer local customer and support service options?	_____	**No**	X	**Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Timeline implementations vary based on resources available. Modules can be implemented in as little as 4 weeks, depending on requirements.

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?
N/A

Describe your company's payment terms as well as any quick pay discounts.
The payment terms are 30-45 days after the invoice has been sent.

State your company's return policy and any applicable restocking fees.
N/A

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
N/A

Pricing

Is your pricing methodology guaranteed for the term of the contract?		**No**	X	**Yes**
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?		**No**	X	**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	**No**		**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?	X	**No**		**Yes**

Competitiveness: 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.

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? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____5_%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? X **No** _____ **Yes**

If YES, identify which cooperative and the respective expiration date(s).
Click or tap here to enter text.

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)?
Click or tap here to enter text.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
X	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Click or tap here to enter text.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
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 working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: 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.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
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.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	

6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

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 to local, state or federal laws cannot be accepted under this solicitation.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

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 deviations. *(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. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	**No**, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation

Part E – Signature Forms

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

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 will allow 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 Bidding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

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

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

Uniform Guidance "EDGAR" Certification Form – *signature required
Bid Affidavit – *signature required
Acceptance of Bid & Contract Award – *signature required

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	Yes, I agree	JD
2. Termination for Cause of Convenience	Yes, I agree	JD
3. Equal Employment Opportunity	Yes, I agree	JD
4. Davis-Bacon Act	Yes, I agree	JD
5. Contract Work Hours and Safety Standards Act	Yes, I agree	JD
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	JD
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	JD
8. Debarment and Suspension	Yes, I agree	JD
9. Byrd Anti-Lobbying Amendment	Yes, I agree	JD
10. Procurement of Recovered Materials	Yes, I agree	JD
11. Profit as a Separate Element of Price	Yes, I agree	JD
12. General Compliance with Participating Agencies	Yes, I agree	JD
13. Governing Law; Forum Selection.	Yes, I agree	JD

DMS Technologies Inc.

Name of Business

Signature of Authorized Representative

Jeffrey Douglas

Printed Name

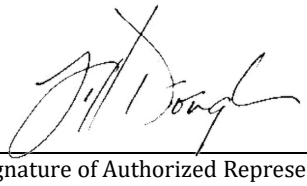
September 12, 2023

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.

Jeff Douglas	1342 Military Road
Authorized Representative (Please print or type)	Mailing Address
CEO & President	Niagara Falls, New York, 14304
Title (Please print or type)	City, State, Zip
	September 12, 2023
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Association of Educational PURCHASING AGENCIES

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

PART I: RESPONDENT

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

Business Name	DMS Technologies Inc.	**Date**	September 12, 2023
Address	330 Vansickle Road	**City, State Zip**	St. Catharines, ON, Canada
Contact Person	Amanda Mosher	**Title**	Manager of Business Development
Authorized Signature		**Title**	CEO & President
Email	amanda.mosher@ebasefm.com	**Phone**	905-380-2380

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, 2025, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2024	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – *Name of Responding Company*	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – *Name of Responding Company* Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – *Name of Responding Company* Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – *Name of Responding Company*	Excel Workbook	**Required.**
	Price List and/or Catalog – *Name of Responding Company*	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – *Name of Responding Company*	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created
	Part B, 8.1-8.8 Technical Requirements and Documentation	Single, Scanned PDF	**Optional.** Vendors strongly encouraged to provide complete and accurate information.
	Part D – Sample copies of reporting capabilities available to the customer.	Scanned PDF	**Required.**
	Part D – Samples of any training services available to customers.	Scanned PDF	**Required.**

Privacy Policy

Introduction

We respect your privacy and are committed to protecting it through our compliance with this Policy. This Policy describes the types of information we may collect from you or that you may provide when you visit https://www.ebasefm.com/ (including any successor URL, sub-domain and/or any syndication of the foregoing, collectively, our "Online Application") and/or subscribe to and use any of our SaaS-based applications (our "Applications" and, together with our Online Application, our "Online Application") and our practices for collecting, using, maintaining and protecting and disclosing that information.

Privacy Statement

Our policies and practices have been designed to comply with the Personal Information Protection and Electronic Documents Act (the "Act") and any other relevant privacy legislation. DMS Technologies Inc. respects the privacy of each individual with whom it comes into contact as a user of the Platform Services. DMS Technologies Inc. will not rent or sell any of your personal information to any organization or individual unless you give us permission to do so.

DMS Technologies Inc. is committed to the following principles with respect to your personal information:

- We take the protection of your information seriously.
- We do not use the personal information of users for any marketing or targeted advertising.
- We store user data in dedicated databases (client specific) hosted on Microsoft Azure and in region-applicable areas.
- We have developed comprehensive layered security measures which designed to protect the privacy, security and confidentiality of your personal information against risks through administrative, technological, and physical safeguards.
- We do not sell your personal information to third parties.
- We do not own your personal information.
- We do not share your personal information with others unless we have your permission to do so and, in some cases, if your organization has approved it.

This Privacy Policy is effective as of July 1, 2023.

Definitions

This section contains a list of terms and their meaning within this agreement.

We, Us or Our

These refer to DMS Technologies Inc. o/a ebase.

You or Your

These refer to the organization or other legal entity for which you are utilizing our Site and Services.

Online Application

This refers to the collection of online, web-based applications and tools provided by Us.

DMS Technologies Inc. o/a ebase ("**ebase**", "**we**", "**our**", "**us**") recognizes the importance of your right to privacy and wants you to be familiar with how we collect, use and disclose any personal information that individually identifies you (e.g. name, phone number, e-mail address).

This Privacy Policy explains how we collect, use, disclose and protect your personal information when you use our Online Application (the "**Site**") and our services, including but not limited to our electronic publications, newsletters and/or announcements (collectively, the "**Services**"). This Privacy Policy is incorporated into and forms part of our Terms of Use, which outline the terms and conditions you agree to when using our Online Application and Services. We will only collect, use and disclose your personal information in accordance with this Privacy Policy.

If you are a minor, you may only use the Online Application and Services and disclose personal information with your parent or guardian's express consent. Please read this Privacy Policy carefully with your parent or guardian and confirm that they acknowledge and agree to the terms of this Privacy Policy.

By using our Online Application and Services and supplying your personal information, you acknowledge that you have read and understood this Privacy Policy, and you agree and consent to the collection, use, disclosure and other processing of your personal information as outlined in this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use our Online Application or Services or supply your personal information to us.

Personal Information of Children

We are committed to protecting the privacy of children and we do not knowingly solicit personal information from children under the age of 18. ebase collects personal information through the Services from a child under 18 only if their school, school district, and/or teacher has agreed to obtain parental consent to use the Services and disclose personal information to ebase for use with the Online Application and Services. Please do not send us any personal information about yourself or use the Online Application and Services if you are under the age of 18 and have not obtained the consent of your parent or guardian to use the Services. Please do not send us more information than is required to use the Online Application and Services. If you are aware ebase is collecting information from a child under age 18 without parent or guardian consent, please contact us immediately at info@ebasefm.com for the purpose of deleting this information.

What Personal Information do we collect?

Personal information means any information about an identifiable individual. Anonymous Data means data that is not associated with or linked to any individual's personal information or will not easily permit the identification of individuals. This includes data about how users interact with the Services. ebase does not consider personal information to include Anonymous Data. The types of personal information that we may collect include, but is not limited to:

- your name;
- all content that you create or share in text, images and other media files that you provide on or through the Online Application;
- Services, or that are provided on your behalf;
- if required, your phone number;
- your e-mail address; and
- personal information you give us that we did not request.

When you use our Services, we will also know what school you attend and the city and province in which you go to school, and we may combine that information with information we have from your account.

Why Do We Collect Your Personal Information?

We collect, use and disclose your personal information in order to provide you with our Services. We also collect, use and disclose your personal information to comply with legal and regulatory requirements and as otherwise may be permitted or required by applicable laws. We will only use the personal information that we collect for the purposes for which it was collected. We collect your personal information for the following purposes and in accordance with applicable laws:

- to provide you with access to our Online Application and Services;
- to establish and maintain commercial relations with you;
- to identify and contact you when you request our Services;
- to respond to your questions that you send by email or through our Online Application;
- to contact you about the Online Application and Services, including notifying you about updates;
- subject to applicable law, to notify you about other Online Application and Services provided by ebase, which may be of interest to you;
- subject to applicable law, to provide you with newsletters and articles;
- to customize the appearance of the Online Application and Services displayed to you;
- to obtain your feedback regarding our Online Application and Services, including our surveys;
- to track behavioural information on the Online Application to serve similar content upon future visits;
- to improve the Online Application and help us develop new services, modules, tools and Site features;
- to support our business functions such as internal business processes; and to meet any legal or regulatory requirements.

When Do We Collect Personal Information?

We may collect your personal information when you voluntarily provide it to us by using our Services. For example, we may ask you to provide personal information if you:

- use our Online Application and our Services;
- register, update or create an account on our Online Application;
- sign into your account;
- send us a question or comment by email or phone;
- register to receive newsletters, articles and updates about our services; and

- otherwise participate in features of our Online Application and our Services that ask for personal information.

We also collect personal information when your school provides it to us so that that it may be uploaded to the Services and to your account.

Limiting Collection of Personal Information

We limit the collection of personal information to that which is necessary to fulfill the purposes identified in this Privacy Policy and we collect, use and disclose your personal information in accordance with this Privacy Policy.

Use, Disclosure and Retention of Personal Information

Your personal information will not be used without your consent for purposes other than those for which it was collected or in accordance with applicable laws. From time to time, we may wish to use personal information for new or additional purposes, in which case we will amend the Privacy Policy to include these new or additional purposes and will obtain your consent through your continued use of our Online Application and Services.

We may generate Anonymous Data from personal information collected through the Online Application and Services by removing information that makes the data personally identifiable to an individual. This includes information about how users interact with certain areas of the Services. We may use this Anonymous Data and aggregated data for any purpose and disclose such data to third parties in our sole discretion.

We retain your personal information only for as long as we need it to fulfill the purposes for which it was collected, to ensure your compliance with our Terms of Service, and to comply with our legal obligations. User account activity is monitored by each individual organization. If a user does not access their account during a set period of time, organizations have the ability to delete/request deletion of set account. Our Active Directory Authentication assist in the deletion and activation of accounts as the organization removes/adds users. Any personal information associated with that account will be removed.

We may also use and disclose your personal information to service providers, data processors and other third parties ("**Third Parties**") under the following limited circumstances:

- to service providers that help with our operations and Online Application and Services including, without limitation, for monitoring and analyzing site activity, and operating and maintaining the Online Application. These service providers and partner companies may only use your personal information for the purposes described in this Privacy Policy;
- when necessary to protect our safety, property or other rights, our representatives, customers and users of the Online Application and Services, including to detect and prevent fraud;
- if we sell or transfer all or a portion of our business or assets to a related company or a third party. Your personal information will remain subject to any pre-existing Privacy Policy unless you agree to the privacy policy of the company or third party that acquires your personal information;

- with your consent; or
- when otherwise required or permitted by law.

If you are a student, your parent or guardian, as well as your teacher and an administrator from your school and/or school district, may view and access all of your personal information, content and activity associated with your account.

Cookies, Web Beacons and Other Similar Technology

As you interact with this Online Application, we may use automatic data collection technology and services that record and collect information that identifies your computer, tracks your use of this Site and collects certain other information about you and your surfing habits. This data collection technology may include cookies, web beacons and other similar devices on this Online Application to enhance functionality and navigation for our visitors.

A cookie is a small data file that is placed on the hard drive of your computer so that your computer will "remember" information when you visit a site. Web beacons and tags are small strings of code that are used in conjunction with a cookie and allow us to record activity on our Online Application. Internet tags, graphic tags and similar web beacon type functions allow us to count the number of users who have visited a particular web page or to access certain cookies. We may use web beacons on this Online Application to count users and to recognize users by accessing our cookies. Being able to access our cookies allows us to personalize this Online Application and improve your experience at our Site. We may also include web beacons in HTML- formatted e-mail messages that we send to determine which e-mail messages were opened. Information tracked through these mechanisms includes, but is not limited to: (i) your IP address; (ii) the type of web browser and operating system being used; (iii) the pages of the Site a user visits; and (iv) other sites a user visited before visiting our Site.

You can set your internet browser up so that you are notified when cookies are stored, you can decide in each individual case whether you want to accept cookies, or you can refuse to accept any cookies. However, if you do not accept cookies, you may be restricted in how you are able to use our Online Application. You can delete cookies which are already stored on your hard disk at any time. You will find more details on how to do this in the operating guide for your Internet browser program.

As described above, you may be able to set your browser to refuse cookies.

Web Analytics

Our Online Application uses third party analytics services such as Application Insights, a web analytics service provided by Microsoft Corporation. ("**Microsoft**") and Google Analytics, a web analytics service of Google, Inc. ("**Google**").

We use Application Insights to track telemetry concerned with load, performance and usage metrics, exception reports, and other diagnostic data. Application Insights places a cookie in the browser of the visitor of the web pages which allows for an analysis of your use of the site. The only user data visible in the diagnostic reports are URLs; and as a best practice our Service does not put any personal data in plain text in a URL.

Google Analytics uses "cookies" to analyze how you use our Site. The information generated by the cookie about your use of our Site (including your IP address) is sent to a Google server in the U.S. and stored there. Google will use this information to evaluate your use of our Site, compile reports on Site activity for our Site operators and to provide other site activity related internet services. Additionally, Google may transfer this information to a third party when required by law or in the case of a third-party processing information on Google's behalf. In no case will Google use your IP address in connection with any other information held by Google. By using our Online Application, you consent to the processing of data about you collected by Google in the manner described and for the above mentioned purpose. The consent for collection and storage of data can be withdrawn at any time in the future by clicking on the following link: https://tools.google.com/dlpage/gaoptout?hl=en. To protect your privacy, our Site uses the "Anonymize" function of Google Analytics which works with a shortened form of IP addresses to avoid direct personal identification.

Furthermore, we use the cookies to carry out frequency assessments, page usage assessments and marketing assessments. For the aforementioned assessments, we utilize this cookie information without a link to your personal information, so it is completely anonymous.

You can set your internet browser to prohibit the installation of cookies that are utilized by both Applications Insights and Google Analytics. However, if you do not accept cookies, you may be restricted in how you are able to use our Site.

Any dispute arising between you and ebase with respect to privacy is subject to the terms and conditions of use and this Privacy Policy, including limitations on damages, arbitration and application of the laws of the Province of Ontario. We reserve the right to change this Privacy Policy at any time by posting the policy changes on our website. Site visitors are advised to periodically check this website for such changes.

Location of Data

Our production servers are hosted with Microsoft Azure, in region-applicable areas/data centers. All offsite backups are transmitted over encrypted VPN to a second location in St. Catherine's, Ontario where applicable. All data will reside within the appropriate Microsoft Azure Geographical Region.

Security

We maintain technical, physical and administrative security safeguards to protect your personal information against loss, theft, and unauthorized access. Any personal information that you provide to us is exchanged on a secure server. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we are committed to protecting your personal information, we cannot ensure or warrant the security of any information you provide to us.

We take reasonable steps to verify your identity before granting you access to your account on our Online Application, however, you are solely responsible for maintaining the secrecy of your username, password and any other account information. We also take reasonable steps to ensure that our employees are aware of the importance of maintaining the confidentiality of personal information and

that unauthorized persons do not gain access to personal information that we have disposed of or destroyed.

Individual Access and Accuracy of Personal Information

You may request access to your personal information which we may hold by contacting us at the contact information set forth below, and we will respond within the time periods provided for under applicable laws. We will need to verify your identity before providing you with the personal information we hold about you. There is no cost for these access requests unless you require copies of records. We may not be able to provide you with access to your personal information if the information cannot be separated from the personal information of others, cannot be disclosed for reasons of security or commercial confidentiality, or is protected by legal privilege. If we cannot provide you with access to your personal information, we will advise you of the reasons access is being denied, unless we are prohibited by law from doing so.

You may request to update and change your personal information at the contact information set forth below. We shall endeavor to correct or complete any personal information which you advise us is inaccurate or incomplete. Where appropriate, the amended information shall be transmitted to third parties having access to such information. If you have any concerns about your information that was provided by your organization, school, school district and/or teacher, please contact these parties directly.

Electronic Communications

We comply with Canada's anti-spam legislation (CASL) and we will not send you electronic communications in contravention of this law. As part of signing up to receive the Services, you may have also opted in to receive email communications from us. If you opted-in to receive such communications, we may use the information to: communicate with you regarding our products, Services and promotions; provide you with other information that you request; and/or improve our product and service offerings.

You will always have the opportunity to "unsubscribe" from receiving any of our e-mail or other communications at any time and we will ensure that our e-mails include instructions on how to unsubscribe if you no longer wish to receive future e-mails from us. We provide an on-going opportunity to unsubscribe or opt-out of contact by us by accessing our Site or by e-mail to info@ebasefm.com or by calling us at 1-905-937-3838.

If you decide to unsubscribe, we will only contact you (i) for the purposes allowed under applicable law; (ii) to send you notices of changes to our Privacy Policy; or (iii) to receive Service related messages.

Changes to this Privacy Policy

We reserve the right to change or replace this Privacy Policy at our sole discretion at any time. Please check back from time to time to ensure that you are aware of any updates or changes in this Privacy Policy. We will post the most current version on our Site and we will indicate at the top of this page the date this Privacy Policy was last revised. Your continued access or use of this Online Application, Site or Services after any such changes constitutes your acceptance of the Privacy Policy as revised.

Your Consent to the Terms of this Privacy Policy

By using our Services and providing us with your personal information, you agree that ebase may collect your personal information and you voluntarily consent to the collection, use, disclosure and transfer of your personal information in accordance with this Privacy Policy. If you do not agree with any terms of this Privacy Policy, please do not use our Online Application or our Services or provide us with any personal information. If you do not understand the nature, purpose and consequences of us collecting, using and disclosing your personal information, please do not use our Online Application or our Services or provide us with any personal information, and contact us at the contact information set forth below so that we can address your questions or concerns.

Subject to legal and contractual requirements, you may refuse or withdraw your consent for certain purposes identified in this Privacy Policy at any time by contacting us at the contact information below. If you refuse or withdraw your consent, you acknowledge that we may not be able to provide you or continue to provide you with certain services or information, which may be of value to you.

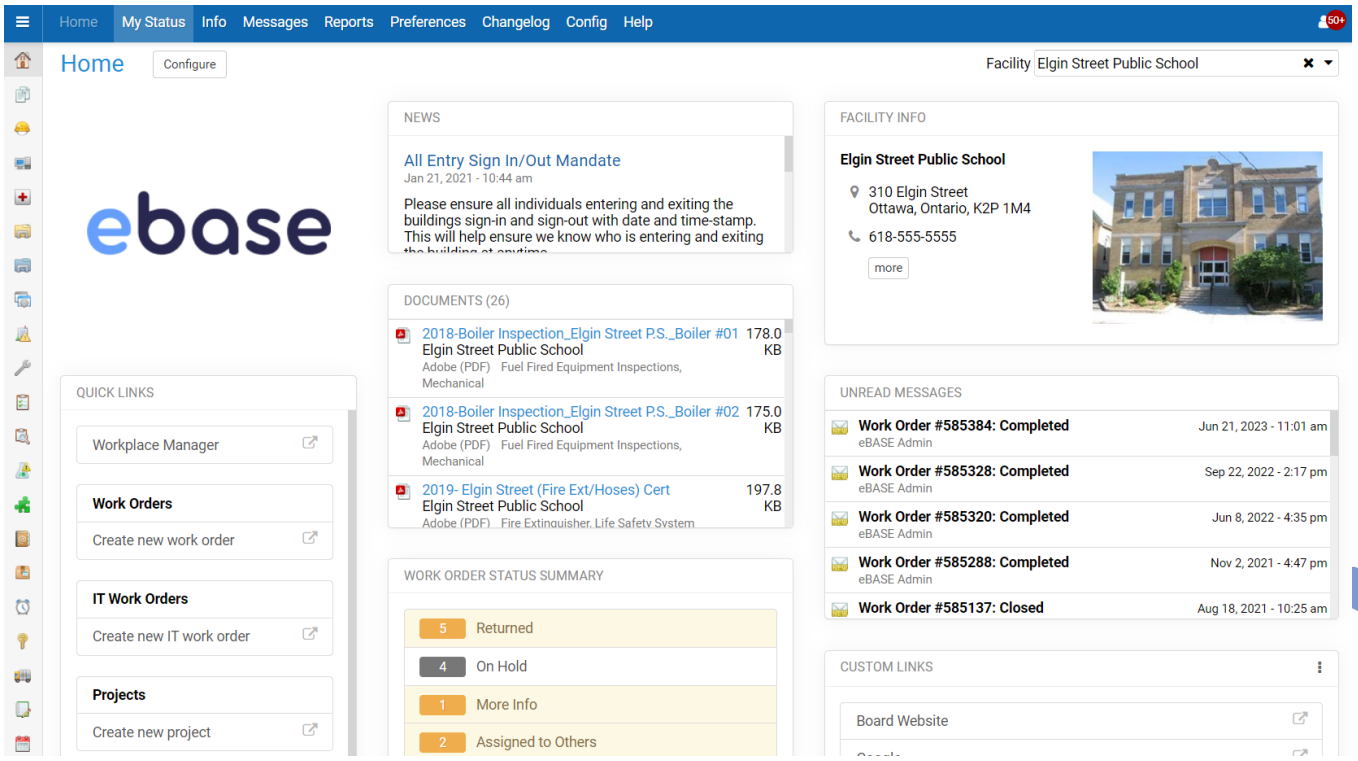
How to Contact Us

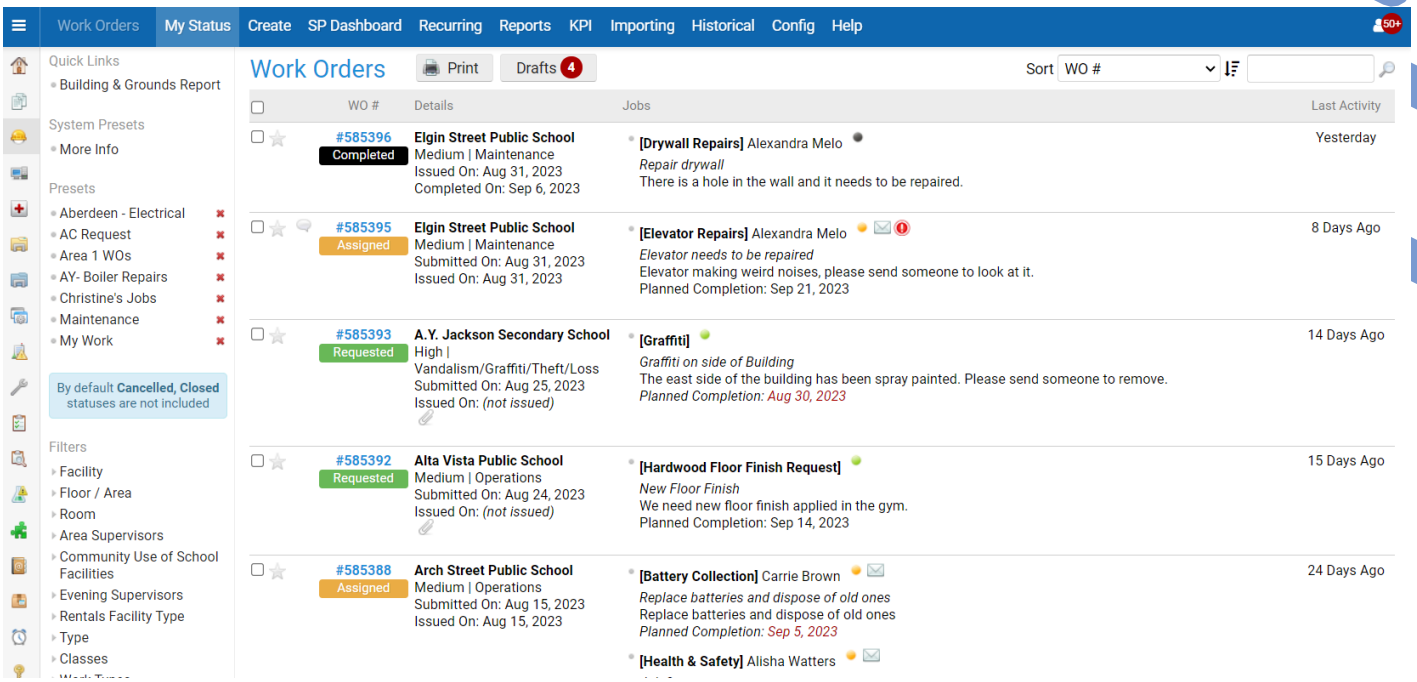
We welcome your feedback. If you have questions, comments or concerns about this Privacy Policy, or would like to do any of the following:

- see your personal information that you have already sent us so that you can correct, update or delete it from our files;
- ask that we not send you electronic communications or otherwise contact you; or
- report any violation of this Privacy Policy,

Please contact us at info@ebasefm.com or by calling us at 1-905-937-3838.

ebase


Home
My Status
Info
Messages
Reports
Preferences
Changelog
Config
Help
Home
Configure
Facility
Elgin Street Public School
ebase
NEWS
All Entry Sign In/Out Mandate
Jan 21, 2021 - 10:44 am
Please ensure all individuals entering and exiting the buildings sign-in and sign-out with date and time-stamp. This will help ensure we know who is entering and exiting
FACILITY INFO
Elgin Street Public School
310 Elgin Street
Ottawa, Ontario, K2P 1M4
618-555-5555
more
DOCUMENTS (26)
2018-Boiler Inspection_Elgin Street P.S._Boiler #01 178.0 KB
Elgin Street Public School
Adobe (PDF) Fuel Fired Equipment Inspections, Mechanical
2018-Boiler Inspection_Elgin Street P.S._Boiler #02 175.0 KB
Elgin Street Public School
Adobe (PDF) Fuel Fired Equipment Inspections, Mechanical
2019- Elgin Street (Fire Ext/Hoses) Cert 197.8 KB
Elgin Street Public School
Adobe (PDF) Fire Extinguisher, Life Safety System
QUICK LINKS
Workplace Manager
Work Orders
Create new work order
IT Work Orders
Create new IT work order
Projects
Create new project
WORK ORDER STATUS SUMMARY
5 Returned
4 On Hold
1 More Info
2 Assigned to Others
UNREAD MESSAGES
Work Order #585384: Completed
eBASE Admin
Jun 21, 2023 - 11:01 am
Work Order #585328: Completed
eBASE Admin
Sep 22, 2022 - 2:17 pm
Work Order #585320: Completed
eBASE Admin
Jun 8, 2022 - 4:35 pm
Work Order #585288: Completed
eBASE Admin
Nov 2, 2021 - 4:47 pm
Work Order #585137: Closed
Aug 18, 2021 - 10:25 am
CUSTOM LINKS
Board Website


Work Orders
My Status
Create
SP Dashboard
Recurring
Reports
KPI
Importing
Historical
Config
Help
Quick Links
Building & Grounds Report
System Presets
More Info
Presets
Aberdeen - Electrical
AC Request
Area 1 WOs
AY- Boiler Repairs
Christine's Jobs
Maintenance
My Work
By default Cancelled, Closed statuses are not included
Filters
Facility
Floor / Area
Room
Area Supervisors
Community Use of School Facilities
Evening Supervisors
Rentals Facility Type
Type
Classes
Work Orders
Print
Drafts 4
Sort WO #
WO # Details Jobs Last Activity
#585396 Completed
Elgin Street Public School
Medium | Maintenance
Issued On: Aug 31, 2023
Completed On: Sep 6, 2023
[Drywall Repairs] Alexandra Melo
Repair drywall
There is a hole in the wall and it needs to be repaired.
Yesterday
#585395 Assigned
Elgin Street Public School
Medium | Maintenance
Submitted On: Aug 31, 2023
Issued On: Aug 31, 2023
[Elevator Repairs] Alexandra Melo
Elevator needs to be repaired
Elevator making weird noises, please send someone to look at it.
Planned Completion: Sep 21, 2023
8 Days Ago
#585393 Requested
A.Y. Jackson Secondary School
High | Vandalism/Graffiti/Theft/Loss
Submitted On: Aug 25, 2023
Issued On: (not issued)
[Graffiti]
Graffiti on side of Building
The east side of the building has been spray painted. Please send someone to remove.
Planned Completion: Aug 30, 2023
14 Days Ago
#585392 Requested
Alta Vista Public School
Medium | Operations
Submitted On: Aug 24, 2023
Issued On: (not issued)
[Hardwood Floor Finish Request]
New Floor Finish
We need new floor finish applied in the gym.
Planned Completion: Sep 14, 2023
15 Days Ago
#585388 Assigned
Arch Street Public School
Medium | Operations
Submitted On: Aug 15, 2023
Issued On: Aug 15, 2023
[Battery Collection] Carrie Brown
Replace batteries and dispose of old ones
Replace batteries and dispose of old ones
Planned Completion: Sep 5, 2023
[Health & Safety] Alisha Watters
24 Days Ago

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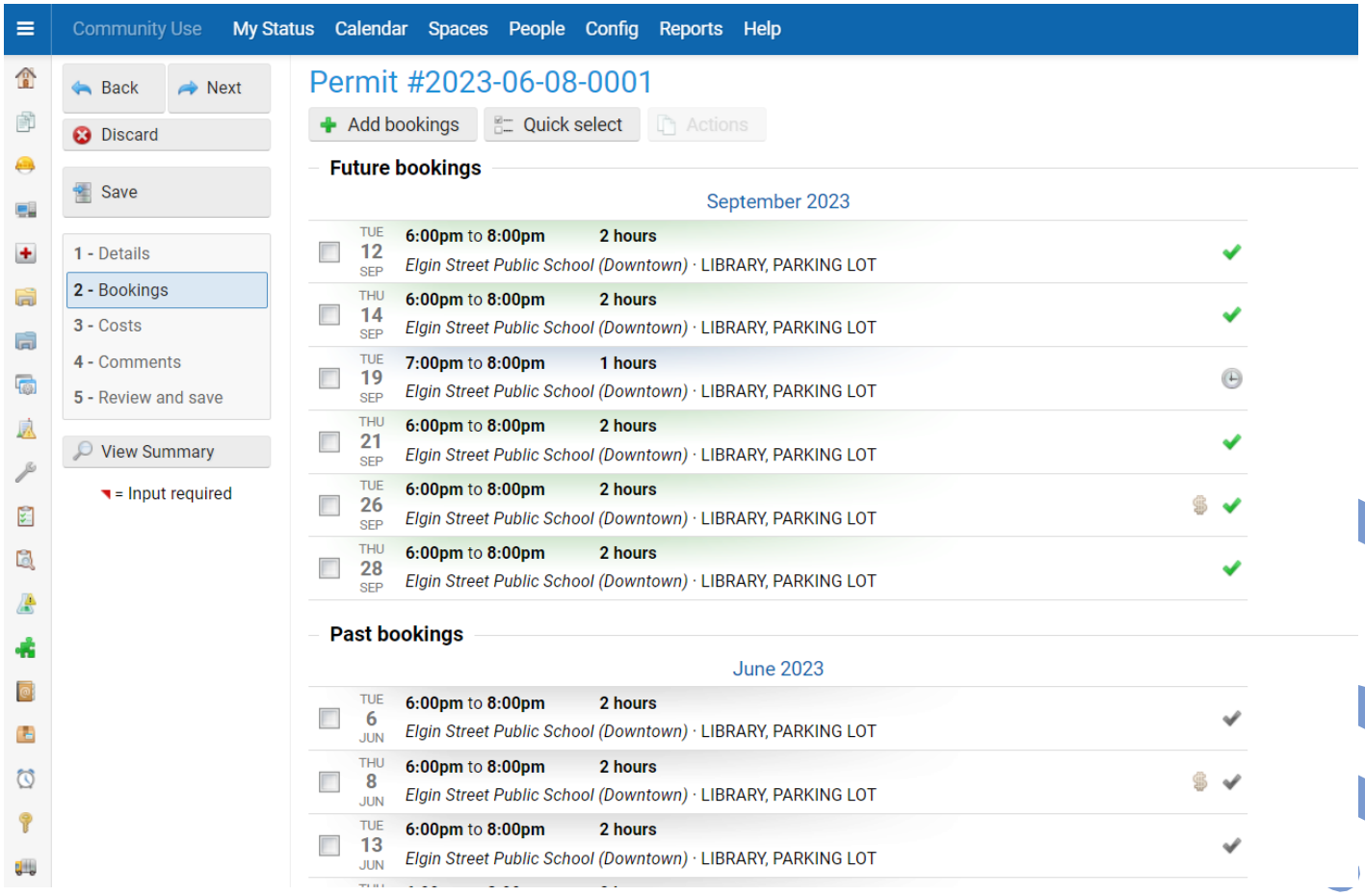

Community Use
My Status
Calendar
Spaces
People
Config
Reports
Help
Back
Next
Discard
Save
1 - Details
2 - Bookings
3 - Costs
4 - Comments
5 - Review and save
View Summary
= Input required
Permit #2023-06-08-0001
Add bookings
Quick select
Actions
Future bookings
September 2023
TUE 12 SEP 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
THU 14 SEP 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
TUE 19 SEP 7:00pm to 8:00pm 1 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
THU 21 SEP 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
TUE 26 SEP 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
THU 28 SEP 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
Past bookings
June 2023
TUE 6 JUN 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
THU 8 JUN 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT
TUE 13 JUN 6:00pm to 8:00pm 2 hours
Elgin Street Public School (Downtown) · LIBRARY, PARKING LOT

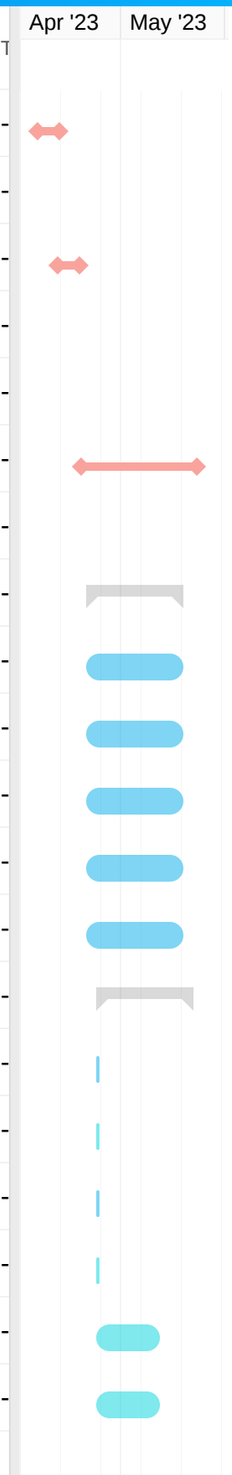
eBASEFM

Milestone Gantt

Project Name: Implementation Sample • View: All Open

Exported On: 09-07-2023 09:02 AM

TITLE	%	OWNER	STATUS	DURATION	START DATE	DUE DATE	COMPLETION DATE	PRIORITY	T
Kick Off Meeting	0	Chris Man…	-	-	04-04-2023	04-10-2023	-	-	-
Kick Off Meeting	0	-	-	-	-	-	-	-	-
Needs Analysis	0	Chris Man…	-	-	04-10-2023	04-14-2023	-	-	-
Form Logic Needs Analysis	0	-	-	-	-	-	-	-	-
Facility Inspections Needs Analysis	0	-	-	-	-	-	-	-	-
System Configuration	0	Chris Man…	-	-	04-17-2023	05-26-2023	-	-	-
Profile/Permission Setup	0	-	-	-	-	-	-	-	-
Active Directory Setup	0	-	-	-	04-21-2023	05-19-2023	-	-	-
T-6-T37 Identify information to be sent to e…	0	Chris Man…	New	21 days	04-21-202…	05-19-202…	-	None	-
T-6-T38 Install Node/JS Script	0	Chris Man…	New	21 days	04-21-202…	05-19-202…	-	None	-
T-6-T39 Configure Google/Azure for SSO	0	Chris Man…	New	21 days	04-21-202…	05-19-202…	-	None	-
T-6-T40 Map profiles to be synced	0	Chris Man…	New	21 days	04-21-202…	05-19-202…	-	None	-
T-6-T41 Map Facilities to be synced	0	Chris Man…	New	21 days	04-21-202…	05-19-202…	-	None	-
Configuration	0	-	-	-	04-24-2023	05-22-2023	-	-	-
T-6-T42 Create collections	0	Chris Man…	New	1 days	04-24-202…	04-24-202…	-	None	-
T-6-T43 Set collection level permissions	0	Chris Man…	New	1 days	04-24-202…	04-24-202…	-	None	-
T-6-T44 Create workflow	0	Chris Man…	New	1 days	04-24-202…	04-24-202…	-	None	-
T-6-T47 Set workflow level permissions	0	Chris Man…	New	1 days	04-24-202…	04-24-202…	-	None	-
T-6-T48 Create Stages	0	Chris Man…	New	15 days	04-24-202…	05-12-202…	-	None	-
T-6-T49 Set stage level permissions	0	Chris Man…	New	15 days	04-24-202…	05-12-202…	-	None	-



T-6-T50	Create fields	0	Chris Man…	New	15 days	04-24-202…	05-12-202…	-	None
T-6-T51	Add report codes	0	Chris Man…	New	15 days	04-24-202…	05-12-202…	-	None
T-6-T52	Set stage dependencies	0	Chris Man…	New	15 days	04-24-202…	05-12-202…	-	None
T-6-T53	Map report codes to WSIB	0	Chris Man…	New	5 days	05-11-202…	05-17-202…	-	None
T-6-T54	Map report codes to SSIR	0	Chris Man…	New	5 days	05-11-202…	05-17-202…	-	None
T-6-T55	Create Reports	0	Chris Man…	New	6 days	05-11-202…	05-18-202…	-	None
T-6-T56	Create custom .pdf letters	0	Chris Man…	New	6 days	05-11-202…	05-18-202…	-	None
T-6-T45	Set up notifications	0	Chris Man…	New	4 days	05-11-202…	05-16-202…	-	None
T-6-T46	Set up flags	0	Chris Man…	New	1 days	05-22-202…	05-22-202…	-	None

Milestones % Incomplete % Complete Tasklists % Incomplete % Complete Roll-up Tasks % Incomplete

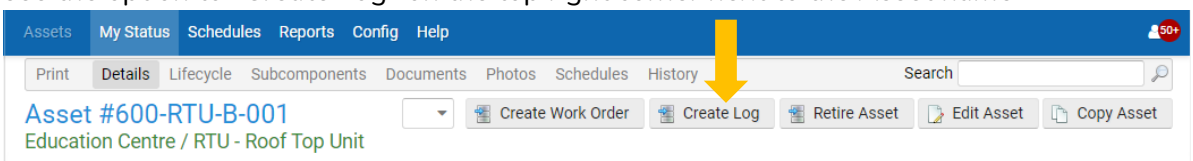
Baseline Baseline Slippage Critical path % Incomplete % Complete Slack

Assets Module

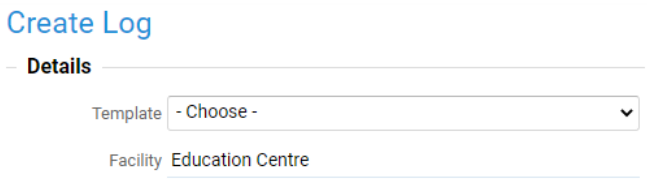
Creating a Log Ad Hoc from an Asset

ebase supports creating a log directly from an asset which will save time from manually creating a log and searching for the desired asset. This allows you to create an Asset type log on templates that have “Can create manually enabled”. It automatically uses the facility that the asset is in and attaches the asset to the log during the creation process.

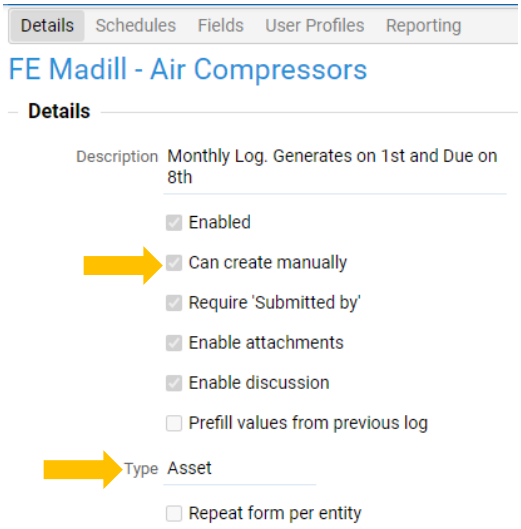
To create a log from an Asset, go to Assets, select the My Status tab, and then select the asset you wish to create a log for. Once the asset detail window appears, you will see the option to “Create Log” on the top right corner next to the Asset name.



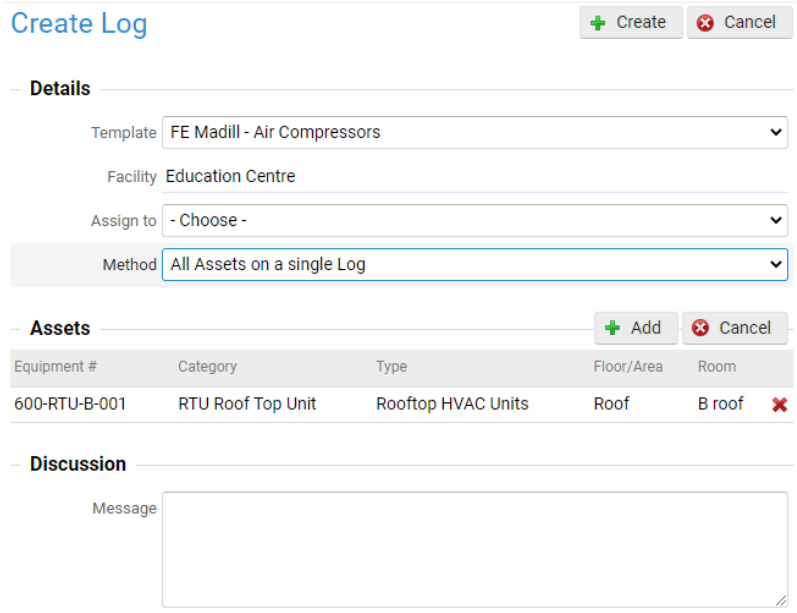
When you click on the “Create Log” button, a new tab will appear with the Create Log details. In the Details section, you can choose a specific template and the Facility will auto-populate based on the Facility where the asset is now.



Log templates are created in the Logs module, in the Config tab, under the Templates section. If the log you need is not listed, make sure that it is of Asset Type and “Can Create Manually” is enabled. Any modifications to the Logs templates must be done in the Logs module prior to the log being created.



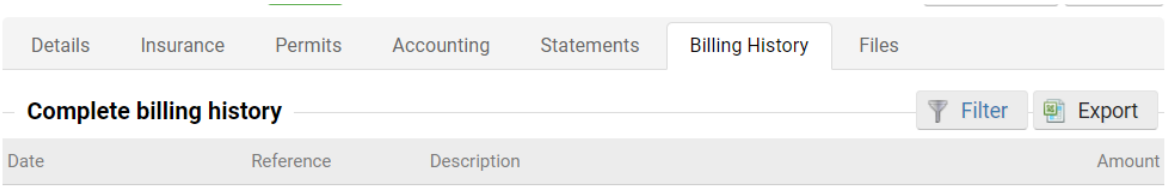
Once you choose the desired template, you can choose who its assigned to, the method, add any additional assets, and add a discussion message before submitting it by clicking the “Create” button. By default, the asset you were viewing will be automatically attached to the log.



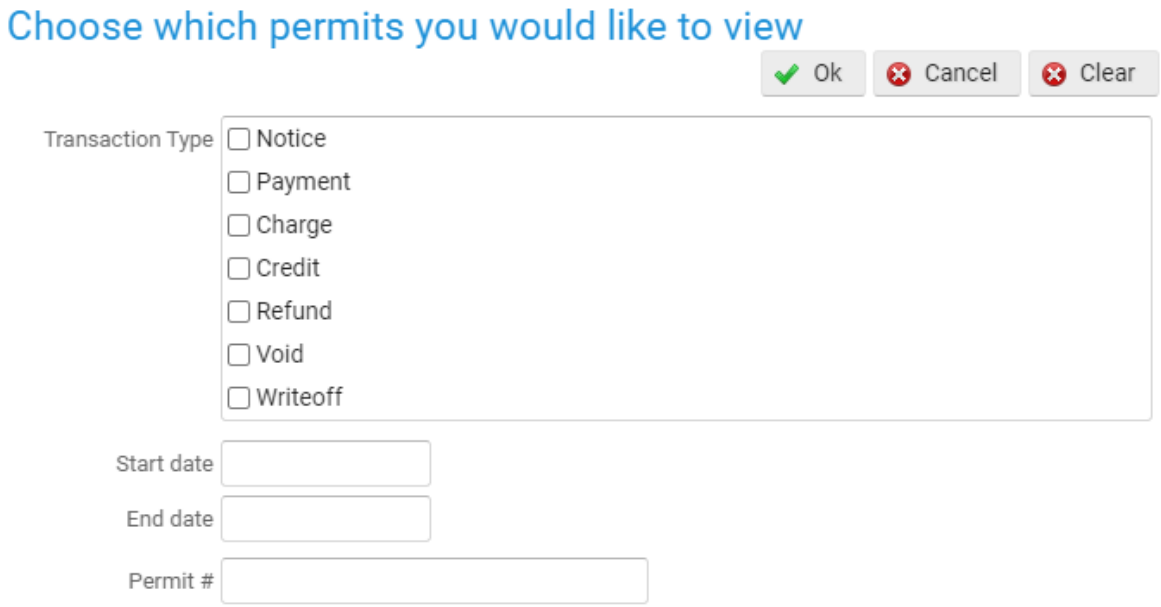
Rentals

Billing History Filters

To access billing history filters, first navigate to Community Use > People > Select the user whose billing history you wish to view > Select “Billing History” from the grey bar.



In the top right corner, select the “Filter” button. This will prompt a pop-up for you to select from the following:



In the first box, check off the transaction types you’d like to filter for.

Notice

Notices of failed transactions.

Payment

Payments made by the user through ebase or via posted transactions.

Charge

Charges added to the user's account balance.

Credit

Credits added to the user's account balance.

Refund

Refunds made to the user through ebase or via posted transactions.

Void

Transaction voids made to the user's account.

Writeoff

Writeoffs made to the user's account.

Start and End Date

Select the start and end dates you'd like to find transactions between.

Permit #

Input the permit number you'd like to see transactions for.

When you have selected your filter options, select "Ok" to apply.

To remove your filters, select the filter option again and select "Clear".

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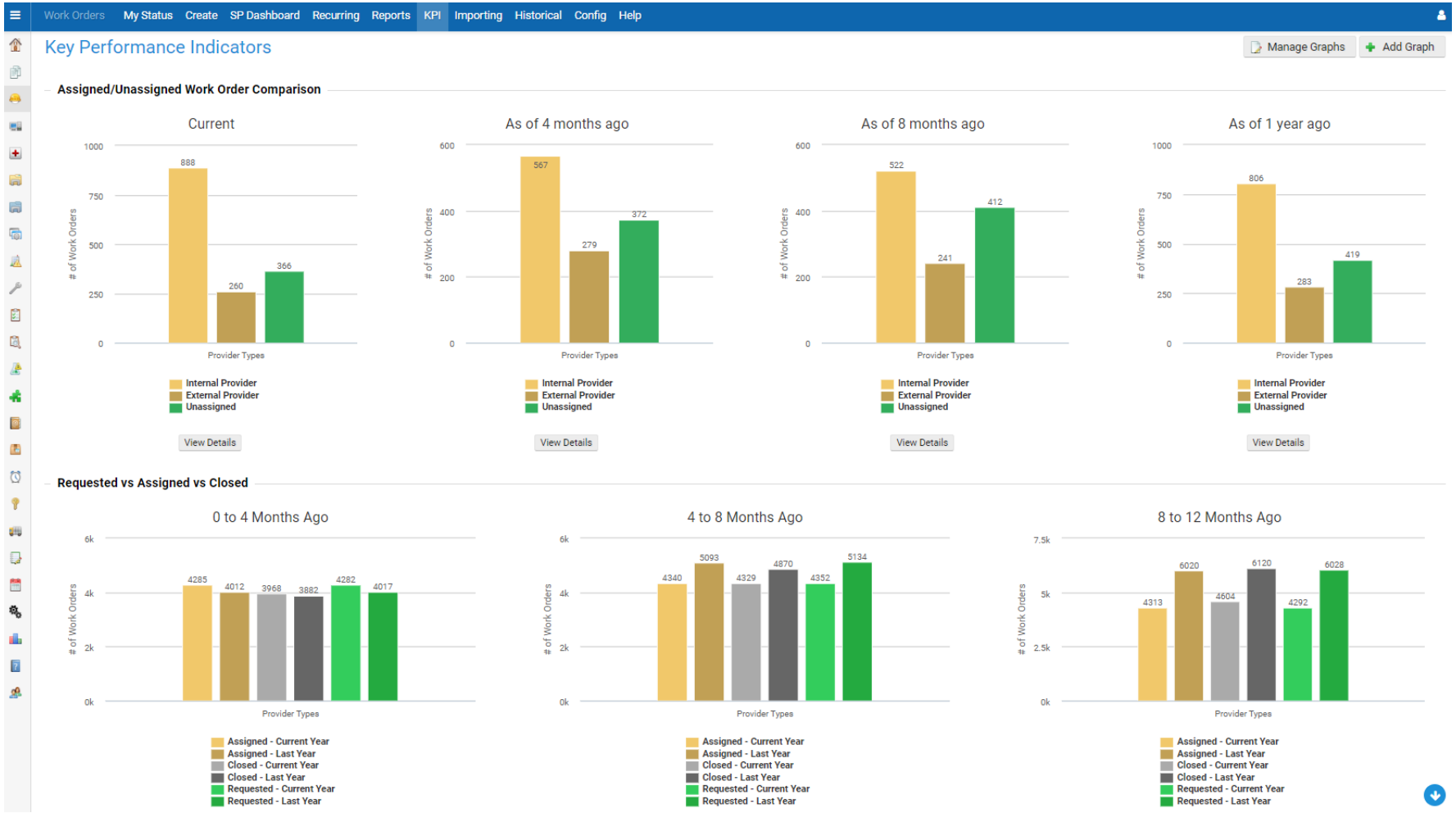

Work Orders
My Status
Create
SP Dashboard
Recurring
Reports
KPI
Importing
Historical
Config
Help
Key Performance Indicators
Manage Graphs
Add Graph
Assigned/Unassigned Work Order Comparison
Current
As of 4 months ago
As of 8 months ago
As of 1 year ago
# of Work Orders
Provider Types
888
260
366
567
279
372
522
241
412
806
283
419
Internal Provider
External Provider
Unassigned
View Details
Requested vs Assigned vs Closed
0 to 4 Months Ago
4 to 8 Months Ago
8 to 12 Months Ago
4285
4012
3968
3882
4282
4017
4340
5093
4329
4870
4352
5134
4313
6020
4604
6120
4292
6028
Assigned - Current Year
Assigned - Last Year
Closed - Current Year
Closed - Last Year
Requested - Current Year
Requested - Last Year

Association of Educational Purchasing Agencies

Tabulation Report IFB #024-D - Computerized Maintenance Management System (CMMS Software)
Vendor: eCIFM

General Comments: eCIFM is excited to provide our response and look forward to the opportunity to serve the agencies within the AEPA.

General Attachments:
Part B, 8.1-8.8 Technical Requirements and Documentation-eCIFM Solutions Inc.pdf
Part D_Questionnaire_eCIFM Solutions Inc.pdf
Part E_ Signature Forms_ eCIFM Solutions Inc.pdf
Part F_Pricing Schedule_eCIFM Solutions Inc.xlsx
Price List_eCIFM Solutions Inc.pdf

Part D - Questionnaire

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Part D – Questionnaire – Name of Company***".
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: eCIFM Solutions Inc.

Company Address: 3160 Crow Canyon Road, Suite 240

City, State, zip code: San Ramon, CA 94583

Website: www.ecifm.com

Contact Person: Scott Shader

Title: Director Sales and Marketing

Phone: (925) 480-6124

Email: Scott.shader@ecifm.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: _____ **public company** X **privately owned company**

In what year was this business started under its present name? 2000

Under what additional, or, former name(s) has your business operated? N/A

Is this business a corporation? _____ **No** X **Yes. If yes, complete the following:**

Date of Incorporation: 2000
State of Incorporation: California
Name of President: Vimal Uberoi
Name(s) of Vice President(s): Sanjiv Paul Singh, AIA (Chief Operating Officer)
Name of Treasurer: N/A
Name of Secretary: N/A

Is this business a partnership? X **No** _____ **Yes. If yes, complete the following:**

Date of Partnership:
State Founded:
Type of Partnership, if applicable:
Name(s) of General Partner(s):

Is this business individually owned? X **No** _____ **Yes. If yes, complete the following:**

Date of Purchase:
State Founded:
Name of Owner/Operator:

Is this business different from those identified above? X **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? _____ **No** X **Yes**

Is this business minority-owned? _____ **No** X **Yes**

Does this business have an Affirmative Action plan/statement? _____ **No** X **Yes**

Business Headquarter Location

Business Address	3160 Crow Canyon Road, Suite 240
City, State, zip code	San Ramon, CA 94583
Phone	(925) 830-1925
How long at this address?	23 years

Business Branch Location(s)

Branch Address	Levels 20 & 21, Tower 2, Darling Park, 201 Sussex Street
City, State, zip code	Sydney NSW 2000
Branch Address	The Center – 66th Floor Queens Road Central
City, State, zip code	Central, Hong Kong
Branch Address	Plot 507, Udyog Vihar Phase-V
City, State, zip code	Gurugram, Haryana India 122016
Branch Address	
City, State, zip code	

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	$498,070	$757,908	$420,309
Higher Education Institutions	$1,221,215	$2,011,324	$1,171,655
Counties, Cities, Townships, Villages	$669,673	$619,238	$1,539,658
States	$812,469	$2,082,420	$839,134
Other Public Sector & Non-profits	$396,186	$1,456,842	$517,318
Private Sector	$2,591,742	$2,535,772	$1,420,322
Total	$6,189,355	$9,461,604	$5,908,396

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	$498,070	$757,908	$420,309
Higher Education Institutions	$1,221,215	$2,011,324	$1,171,655
Counties, Cities, Townships, Villages	$669,673	$619,238	$1,539,658
States	$812,469	$2,082,420	$839,134
Other Public Sector & Non-profits	$396,186	$1,456,842	$517,318
Private Sector	$2,591,742	$2,535,772	$1,420,322
Total	$6,189,355	$9,461,604	$5,908,396

Note – The above numbers are identical to the annual sales because all of the work eCIFM performed from 2021-2023 fit the scope of work for this proposal including all of the optional software and services items.

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Norma Carter	Contracts Administrator	(925) 480-0304	Norma@ecifm.com
Sales Manager	Scott Shader	Director Sales and Marketing	(925) 480-6124	Scott.shader@ecifm.com
Marketing Manager	Scott Shader	Director Sales and Marketing	(925) 480-6124	Scott.shader@ecifm.com
Customer & Support Manager	April Billups	Director Client Success	(646) 455-8296	April.Billups@ecifm.com
Distributors, Dealers, Installers, Sales Reps	Not Applicable			
Consultants & Trainers	Buzz Fisher	Vice President Professional Services	(415) 846-1801	Buzz.fisher@ecifm.com
Technical, Maintenance & Support Services	Buzz Fisher	Vice President Professional Services	(415) 846-1801	Buzz.fisher@ecifm.com
Quotes, Invoicing & Payments	Buzz Fisher	Vice President Professional Services	(415) 846-1801	Buzz.fisher@ecifm.com
Warranty & After the Sale	Not Applicable			
Financial Manager	Tina Wang	Accounting Manager	(925) 830-1925	Tina.wang@ecifm.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
Tony Deering		AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, WY
Greg Ambrose		AR, IA, IL, KS, MN, MO, ND, NE, OK, SD,TX, WI
Bill King		AL, CT, DC, DE, FL, GA, IN, KY, LA, MA, MD, ME, MI, MS, NC, NH, NJ, NY, OH, PA, RI, SC, TN, VA,VT, WV

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.

eCIFM will ensure our sales force is fully educated on the scope of potential opportunities that are part of the AEPA organizations. Having presented to numerous educational organizations nationwide, our sales team is familiar with the environment and has a keen understanding of the unique challenges of the industry. A smaller sales force means we are able to work closely as a team to brainstorm as to best practices.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. 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 AEPA.
eCIFM is a global company well versed in servicing clients remotely. Our sales force is set up to manage by territory so each rep is familiar with their designated areas. Should we be selected, eCIFM would ensure we have sufficiently divided up reps to eligible agencies to maximize the ratio and reach.

Products, Services & Solutions
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.
TRIRIGA: IBM TRIRIGA's core functionality is around "block and tackle" processes such as Facilities Maintenance and Operations Management, Projects, Utilities, Occupancy, and Property Management. TRIRIGA transforms the administration and management of facilities maintenance, leases, capital projects and utilities across the entire FM portfolio. TRIRIGA's architecture delivers portability, flexibility, interoperability, scalability, upgradeability, and deployability. While these advantages are technical in nature, they are critical in solving today's management issues as well as future planning. IBM TRIRIGA delivers a single integrated workplace management system (IWMS) that increases visibility into underperforming facilities, resources and process; improves control of facility occupancy and operating costs; and automates time-consuming activities to increase the operational efficiency and organizational effectiveness of real estate, facility management and environmental sustainability functions within mid- and large- sized commercial and public enterprises.
eCIFM On The Go! Mobile Solution: eCIFM's On The Go! Mobile solutions put IBM TRIRIGA in the hands of your workforce. On The Go! apps untether your team from their desks, enabling in-the-moment requests, reporting, updating, and more. We currently offer eight apps for workers to use in the field, with more in development. Whatever version of IBM TRIRIGA your company uses, our apps are compatible—and they run on both iPhone and Android devices. On The Go! apps can perform a multitude of tasks, including placing orders for parts, assisting in onsite inspections and audits, and coordinating project work by different workers. All On The Go! apps feature voice-to-text, online/offline modes, barcode scanners, photo documentation, and Google Maps integration. In short, they're designed to be useful onsite companions that provide workers with on-demand access to information that let them focus on the job at hand.

Functionality

Provide a listing of modules for your product and what specifications from Section 5 are included in each.
TRIRIGA Modules: 1. Real Estate Management – Portfolio Planning, Site Selection, Transaction Management, Lease Administration, Lease Accounting, AR Tenant Tracking, Payment Processing, GASB Compliance 2. Capital Projects - Program Management, Project Financials, Procurement, Scope Management, Cost Management, Vendor Engagement, Schedule Management, Resource Management 3. Facilities Manager (Space Management) - Move Management, Chargebacks, Space Requests, Strategic Planning, Space Forecasting, Personnel Provisioning, CAD Interface 4. Operations and Maintenance Management – Work Orders, Preventive Maintenance, Vendor Management, Warranty Management, Facility Assessment, Security/Key Management, Inventory Management, Resource Planning 5. Environmental and Energy Management – Energy Management, C02Emission Tracking, Utility Tracking, Waste Disposal, LEED/BREEAM Certification, Green Opportunities Tracking, Energy Star Integration 6. Workplace Reservation Management – Reserve Meeting Rooms, Hoteling, Equipment Reservation, Vehicle Reservation, Catering, Visitor Management, Room Setup
eCIFM Mobile On The Go! Solution: 1. Services On The Go! - Work Tasks & PMs, Time Entry, Asset Management, Work Requests

2. Supervisor On The Go! – Approvals, Assign Resources, Review Tasks
3. Inspections On The Go! - FCA Work Tasks, Condition Assessment, Asset Inspections, Opportunities
4. Projects On The Go! - Facility Projects, Schedule Tasks, Project Documents, Check Lists
5. Space On The Go! - Floor Plans & Space Summary, Occupants, Space Allocations, Asset Assignments
6. Inventory On The Go! - Cycle Counts, Issue of Inventory, Inventory Items, Adjustments
7. Service Locations On The Go! - Location Overview, Floor Plans, Maps
8. Requests On The Go! - Facility Requests

Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.

TRIRIGA Upgrades:
TRIRIGA on Cloud customers are generally maintained within two (2) platform fix pack release behind the most current supported release level. Platform Fix packs are implemented during the published maintenance windows but can also be performed per customer preference. IBM SaaS team is responsible for installing TRIRIGA fixes/patches and platform upgrades. Announcements are made via email and on the IBM support portals. eCIFM's technical team is available to advise clients on the impact of the upgrades. IBM offers detailed Release Notes which outline specifics included in each upgrade.

Describe the reporting capabilities available to the customer. Provide sample copies.

TRIRIGA Reporting:
IBM TRIRIGA's native Report Manager allows clients to create, edit, run, and export reports on virtually any data in the database through the use of queries and filters. The system is delivered with hundreds of pre-defined, ready-to-use standard reports, bar graphs, pie graphs, and forms. Additionally, IBM TRIRIGA uses a logical user friendly format for ad hoc queries. IBM TRIRIGA's solution gives users developer-level capabilities without the need to learn computer programming languages and protocols. IBM TRIRIGA's tools are so easy to use, users are able to create reports with the training provided. IBM TRIRIGA makes exporting straightforward and easy. An "Export" button on Report Manager reports, graphs, queries, and opens Microsoft Excel and populates the spreadsheet with the report data. TRIRIGA Workplace Operations Manager offers pre-defined key performance indicators (KPIs) to improve operational and financial performance. TRIRIGA Reports can be customized using the Business Intelligence Reporting Tool (BIRT) as its enabling technology. BIRT is a popular, open-source reporting tool that offers rapid report development and has powerful formatting capabilities. The BIRT application layout is grid-based, and every element must exist in an element of the BIRT layout grid. Grid layouts automate the tasks of aligning report elements onto lines, aligning elements vertically into columns, and sizing the columns to fit the contents. Grids also make it easy to create a report by dragging elements into the report design. See Attachment 1 – Sample Reports

Indicate how long 'history' records are maintained for use by the customer.

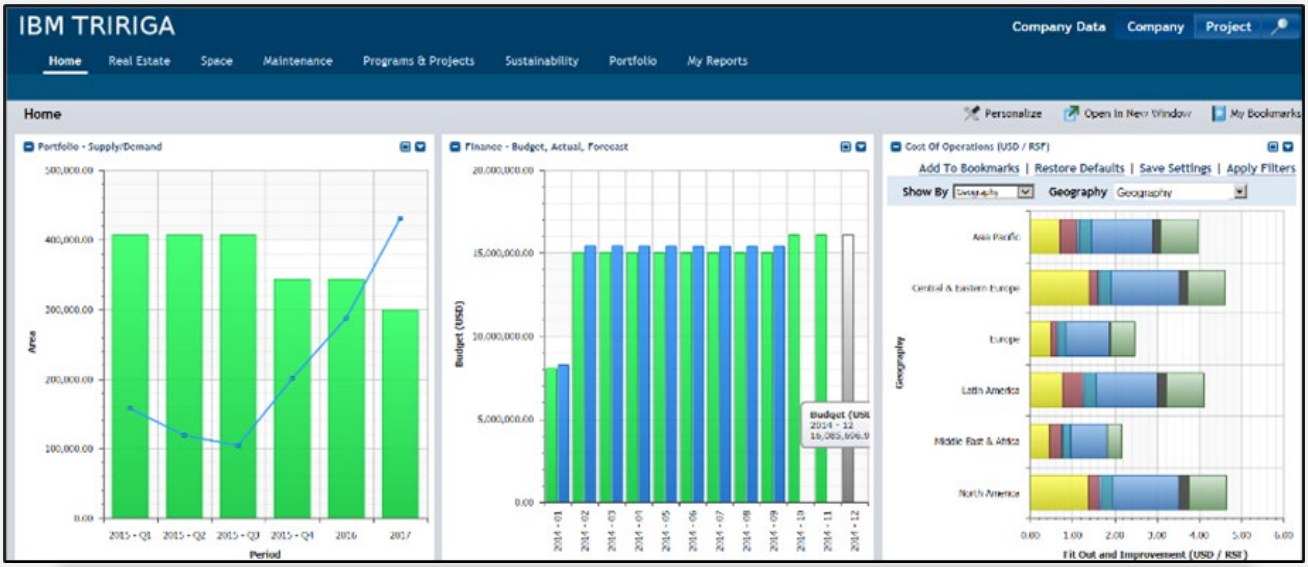
History records are maintained for use by the customer for as long as they wish. IBM TRIRIGA allows Asset record to be retired while still retaining the record for historical purposes.

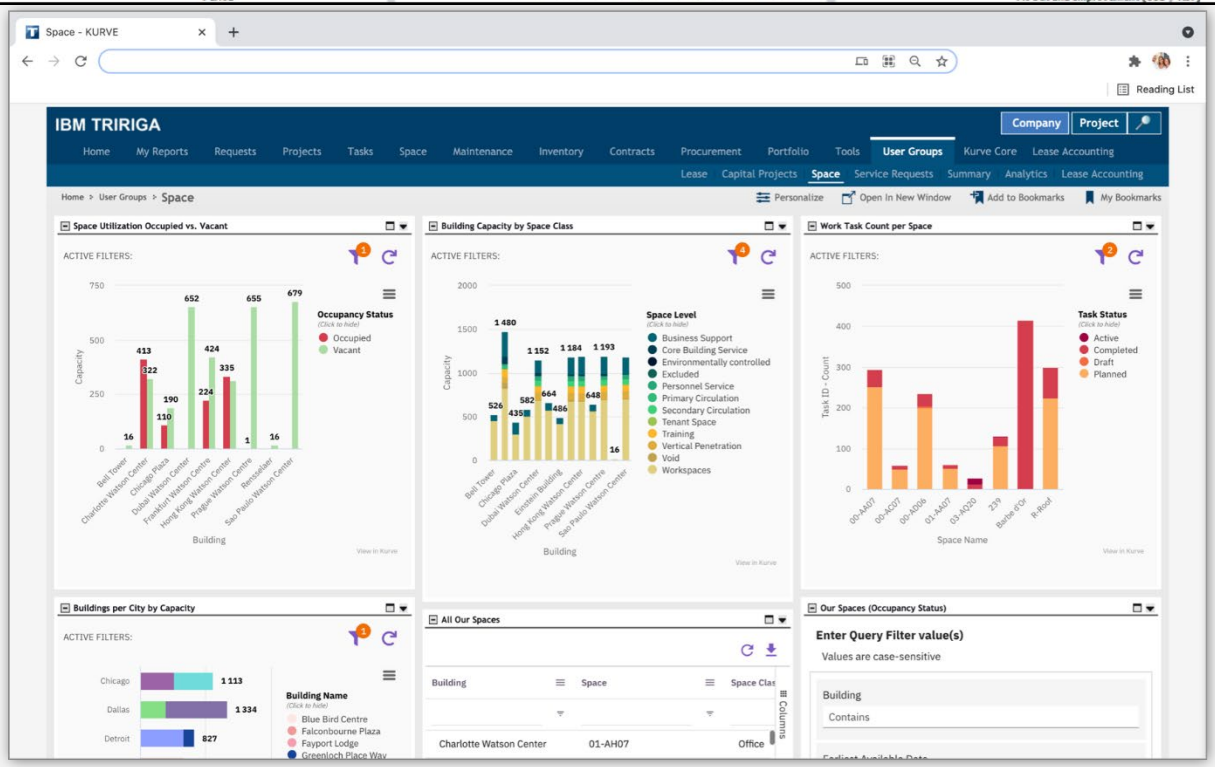
Describe the system's security capabilities and the privacy protection available to customers. This should include examples of secure authentication methods used (i.e. Password Authentication protocol, Multi-Factor Authentication, Single Sign-on, etc.).

IBM TRIRIGA provides support for external security/authentication technology, including Microsoft's Active Directory. TRIRIGA can be installed with Active Directory and Single Sign-On which allows log in credentials to be passed from the Active Directory to TRIRIGA without a user signing in a second time. Multi-Factor Authentication can be implemented as a requirement within the SSO tools selected by the client.
IBM TRIRIGA's Security Manager groups users according to the types of data access needed as well as the actions they can perform on that data (i.e. not everyone can add, update, delete), providing easy administration management of security access levels. The Security Manager allows filtering of data for users based on their assigned organization(s) or geography(ies).User rights and permissions are provided through IBM TRIRIGA's License Manager.

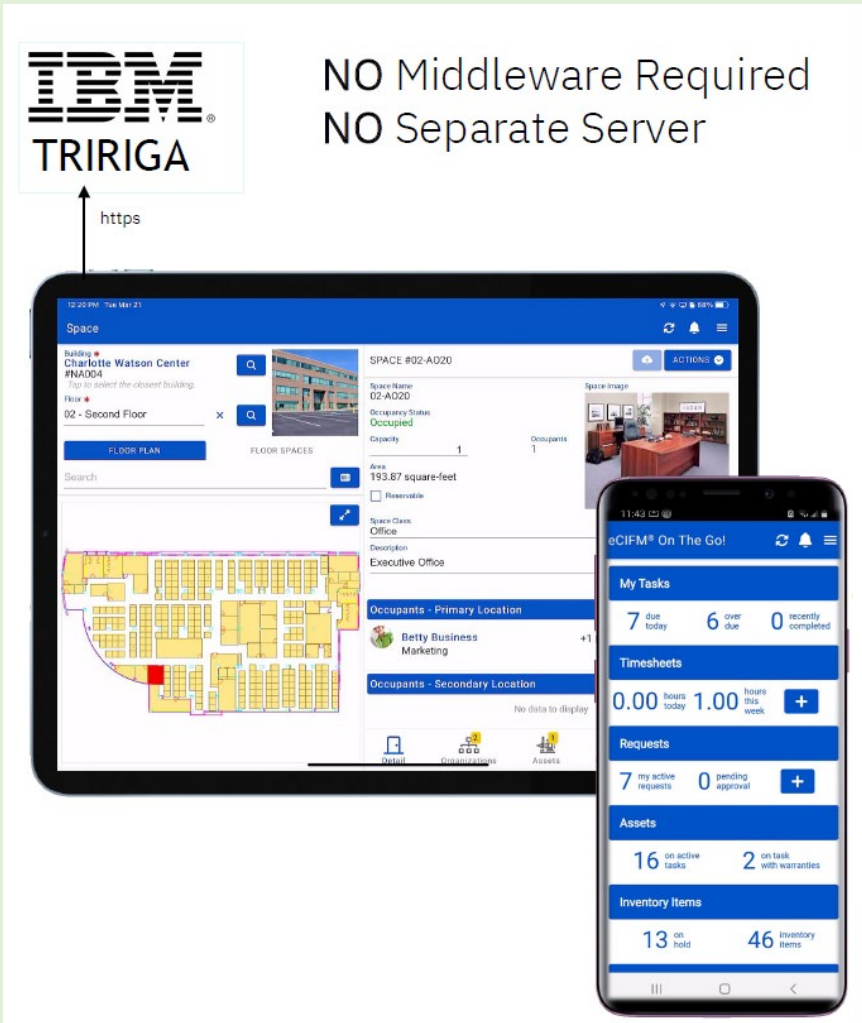
Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.

Within TRIRIGA, the System Administrator can configure different levels of access to different users and set up user accounts, assign passwords, assign licenses, and assign users to various security groups. The security and access to the application is set for the application by user group; by assigning a new user to a security group all standard access rights can be applied very easily. IBM TRIRIGA's Dashboard is configurable to meet the specific needs of different user types. Information, actions and reports the user needs are delivered directly from the IBM TRIRIGA software login. Out of the box flexibility allows users to customize the layout and content of their TRIRIGA Portal to display the exact information they need to perform their daily work activities, including Key Performance Indicators (KPI's). Portal personalization adapts IBM TRIRIGA to changing user needs. TRIRIGA delivers an adaptable user interface that configures and reconfigures content and portal layouts to match the needs of the user and their personal work style. My Bookmarks provides one-click access to commonly used reports, forms and actions. TRIRIGA offers customized dashboards to meet specific user roles. Samples dashboard screen shot is provided below:





eCIFM Mobile On The Go! Solution:



- On-Premise or SaaS
- One code base for iOS & Android, tablets & phones
- Data downloaded & available even when internet is offline
- Responsive Application adapts to device size & orientation
- Unified User Experience for all applications
- Application access enabled by administrator
- TRIRIGA user profile authentication
- Security features – Biometric Login, SSO
- Native device features – Camera, Barcode Reader, Push Notifications, Location Detection, Voice to Text, etc.
- Easily deployed using MDM, Apple Store, and Google Play
- Configuration rules driven from TRIRIGA

Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to enable customers to move from legacy ticketing systems to the vendor's solution.

During the Project Plan Phase, a Data Migration strategy is documented and agreed upon. By the end of the Discovery Phase the Data Migration Plan will be finalized. The Data Migration Plan is a joint deliverable. Unless otherwise agreed, the client is responsible for the legacy data extraction, cleansing and delivery to eCIFM for loading. eCIFM is responsible for loading the data into TRIRIGA. eCIFM will validate the data load process and the client will validate the correctness of the data. It is recommended, the client allocate a data migration lead familiar with the legacy system data to be responsible for coordinating the client's data migration activities and be the single point of contact with the eCIFM team regarding data migration.

Over the course of our engagements, eCIFM has gained extensive experience and expertise in reviewing clients' existing data and migrating core data to the new solution. We offer an exclusive Data Migrator Toolkit (DMT) for seamless data migration. This unique web based tool simplifies and expedites the data migration process. It automates the import of data from standard templates and provides the ability to validate and scrub data in place without having to re-load data multiple times. We've taken a time-intensive, multi-step, and heavily manual process and built it into a single application which seamlessly manages data migration from template to the new solution.

Describe your company's warranty policy for your product.

TRIRIGA:

eCIFM provides warranty support for the eCIFM configurations made under the TRIRIGA platform/application version at the time of delivery acceptance. eCIFM configuration is released from warranty obligation 1) on change of TRIRIGA product versions in the client environments 2) it is determined a non-eCIFM configuration change is the root cause of reported problem.

eCIFM Mobile On The Go! Solution:

eCIFM expressly disclaims any warranties of any kind, whether express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

Provide the estimated cost of major upgrades over the past three years.
On average a TRIRIGA runs approximately $250K based on a Platform and Application upgrade. eCIFM discusses with the customer the need for an upgrade based on a number of factors such as, "is the new technology in the upgrade beneficial to the customer," "is the customer coming out of software warranty with the current version they have," etc. Best practice for Application Upgrades is every three years.

Provide the estimated hours per year spent performing data administration and backups.
Multiple factors affect the level of effort required for support and maintenance including but not limited to size of database, number of integrations, number of environments, etc. For a typical TRIRIGA implementation with one production and one development environment, estimate 400-600 hours per year to perform routine monthly/weekly/daily maintenance including security scans and patching of technology stack, database maintenance and backups.

Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.
FEMA reporting is not an out of the box capability but the reports in the system can be configured to output these needed reports. The data needed for the FEMA reporting can be captured in the system.

Indicate if cloud computing/Software as a Service (SaaS) is an option with the proposed system.
Yes, eCIFM offers SaaS as a solution. Our SaaS solution allows our clients to maximize the value derived from the capabilities of a complex software system without the overhead of deployment, operation and administration of the infrastructure and software in-house. Our SaaS offering includes software licensing, infrastructure, operations, support, and maintenance.

Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.
The system can capture all needed data for FEMA reporting and fields can be added as needed to ensure everything is captured in the system.

Training, Support, and Additional Services Available

Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.
TRIRIGA: *Training is provided by eCIFM Solutions. Our training approach is business process focused and can be customized to meet specific learning and organizational objectives. We follow a practical, role-based training methodology designed to help end users quickly become self-sufficient in using TRIRIGA to manage their day to day work. On-site, off-site and web based training is offered. Initial Training of the standard TRIRIGA functionality is provided for the core team on the base "out of the box" product before changes or configuration have been applied, this is typically scheduled within the first 2 weeks of the project kick off and is done on site. Training documentation is provided; a complete training curriculum and agenda is provided ahead of any scheduled class; additional training deliverables customarily include classroom learning guides and quick reference guides that clients find useful to refer back to after initial training has been completed. Training guides are provided, sessions are generally recorded for future reference. The training plan focuses on these key objectives: Educating users on the benefits of using TRIRIGA and the role these tools play in meeting business goals, providing an understanding of how new and existing business processes are performed and supported by the system and training users on exactly what they need to know in order for that person to carry out their jobs in the new environment. See Attachment 2 – Sample Training Plan.*
eCIFM Mobile On The Go! Solution: Training would be provided for the eCIFM Mobile solution in a similar fashion as our other solutions.

List any additional training services and costs available to customers.
No additional training is provided. Our core training is noted in the response above, however, if additional training is needed eCIFM will work with client to incorporate into contract.

List any available update and support contracts, including policy and frequency, for your program.
Update and Support contracts would fall under eCIFM's Managed Services contract. eCIFM's white glove customer service, known as our Managed Services, offers the client an expert team of professional services and support resources following Go-Live. The client will have access to the eCIFM team that's familiar with the client's specific system's configuration, challenges and needs—saving the users the time of describing them to support staff merely trained in simple off-the-shelf implementations. eCIFM will support the client with everything from additional training for new hires or configured notifications to workflows, reports or any enhancement to meet the business process requirements. Our Comprehensive Managed Services includes the following key features: • 24 x 7 accessibility via telephone and email support. • eCIFM utilizes the industry's leading Help Desk application: Zen Desk • All support is coordinated through eCIFM's Support Site (https://ecifm.zendesk.com). • Expertise of eCIFM's entire TRIRIGA team • Support requests addressed by our staff in accordance with established SLA's. • Submit/Revise/Delete any open request. • Requests are assigned a unique identifier for tracking. • Updated notifications associated to each service request. • Access to eCIFM's Support Services Manager who acts as internal coordinators for all resources and expertise required to ensure successful issue resolution. • 100% of our clients utilize our Managed Services since it allows continuity.

Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.
eCIFM does not offer return policies. We feel confident the customer will be satisfied with our solutions and will work with the client to resolve any areas where requirements are not met.

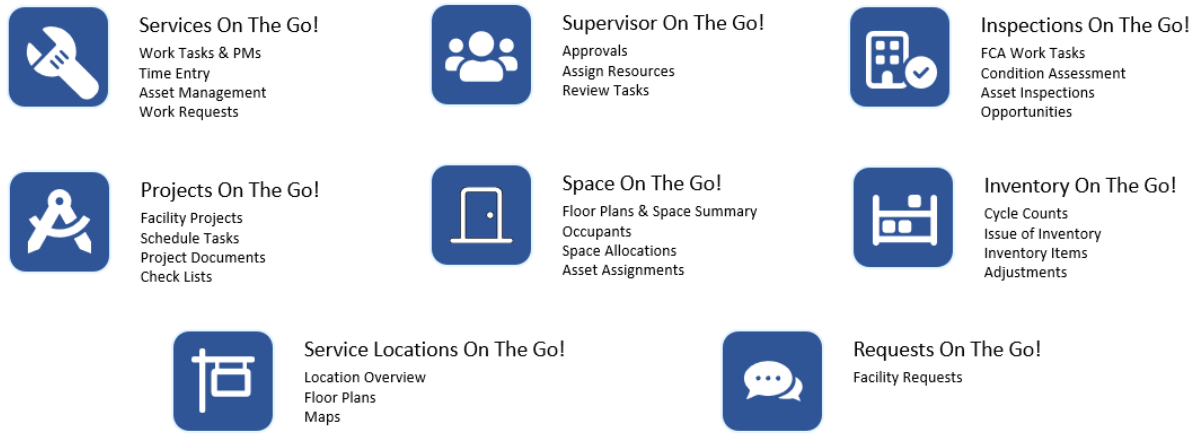
Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.
eCIFM would assist AEPA in rolling out this plan by providing comprehensive information on all of our offerings as well as our best practices to implement and support these offerings. We have a robust library of brochures and white papers that clearly outline what to expect when you partner with eCIFM. We can tailor information to the specific needs of the client so as not to overwhelm them with extraneous information that is not pertinent to their requirements. eCIFM views a client relationship as a partnership and has numerous processes in place to ensure consistent communication and understanding throughout a project which is how eCIFM will approach our relationship with AEPA member organizations.

Include information on any additional services you will provide through this contract if awarded.
CAD Services: eCIFM has experience with AutoCAD integrated with IBM TRIRIGA. eCIFM Solutions has a dedicated team of professional CAD draftspersons who are experienced with preparing electronic drawings for integration to IWMS solutions. Accuracy in the placement of polylines is critical to understanding and reporting on the physical environment. eCIFM will convert paper drawings to electronic files, polyline CAD drawings to BOMA standards, ensure layer conventions are adhered to for each particular IWMS solution and partner with clients to keep CAD files up to date. eCIFM has prepared electronic CAD drawings for many customers' facilities throughout the world. Just in the past year, our team of draftspersons have polylined over a 100 million square feet of office and industrial space for our clients, with quick turnaround.
Mobile Solution:

eCIFM's On The Go! Mobile solution offers a mobile application as well as a number of enhancements for TRIRIGA which will streamline business processes, offer greater efficiency and reduce overall costs. eCIFM's On The Go! Mobile solutions put IBM TRIRIGA® in the hands of your workforce. On The Go! apps untether your team from their desks, enabling in-the-moment requests, reporting, updating, and more.
We currently offer eight apps for workers to use in the field, with more in development. Whatever version of IBM TRIRIGA your company uses, our apps are compatible—and they run on both Apple and Android devices. Benefits include:

- On-Premise or SaaS
- One code base for iOS & Android, tablets & phones
- Data downloaded & available even when internet is offline
- Responsive Application adapts to device size & orientation
- Unified User Experience for all applications
- Application access enabled by administrator
- TRIRIGA user profile authentication
- Security features – Biometric Login, SSO
- Native device features – Camera, Barcode Reader, Push Notifications, Location Detection, Voice to Text, etc.
- Easily deployed using MDM, Apple Store, and Google Play
- Configuration rules driven from TRIRIGA
- Background Sync process using latest TRIRIGA APIs
- TRIRIGA Application Version 3.5.3 or higher

User-Friendly, Task-Driven Applications



eCIFM offers cloud based hosting services within a dedicated server environment or a shared server environment. **The standard offering includes:**

- Software Subscription & Support
- Environments - 1 Production / 1 Non-Production
- 24x7 Help Desk
- SOC Certified Operations and Data Centers
- Platform Upgrade and patch management
- Backup / Disaster Recovery Services
- Monitoring & Scanning Services e.g. Intrusion, Vulnerability, Database and Integrations.

- Monthly Service Reporting

Differentiators of eCIFM's solution include:

- Client Help Desk is fully integrated with eCIFM's centralized IT Service Desk
- Assigned Client Success Manager and IT Service Manager. Monthly service meeting or as needed with Client Success Manager. IT Service Manager monitoring and coordinating end-to-end service.
- Service tailorable to client needs e.g.
  - SLA adjustments
  - Backup/Disaster Recovery Services scalable
  - DB Supported DB2, SQL, and Oracle
  - Personalized performance management e.g. DB monitoring, user experience monitoring, integration monitoring, tuning / optimization
- Full Stack Incident Response Team
- Single tenant, dedicated production servers, SFTP

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

eCIFM is very adept at providing implementation services, support and training remotely. We are happy to be on site if the client prefers and can make arrangements for travel if we do not have a local resource. eCIFM has employees located throughout the country in many states and can be available to come onsite should there be a need for that type of service. We can be responsive to a customer's needs in any specific time zone and/or state.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Headquarters	San Ramon	California
Technical, sales and support staff	Located throughout U.S.	Located throughout U.S.

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

eCIFM is able to provide all services using in house resources. We have the certified, qualified staff capable of providing the necessary implementation and support services.

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 state(s) wherein they are eligible to provide services on behalf of the business.

N/A eCIFM does not utilize subcontractors, distributors, installer, or other independent service providers. All services are provided in-house.

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.

N/A

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.
N/A

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.
eCIFM is itself a small, MWBE business. We are certified by the Women's Business Enterprise National Council.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Scott Shader	Dr, Sales and Marketing	(925) 480-6124	Scott.shader@ecifm.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.
eCIFM markets to organizations through email campaigns, social media, pay-per-click ads, YouTube, our company web page and google. eCIFM also attends at least four to five tradeshow events for various industries across the country promoting our products and services. eCIFM is attending and sponsoring in 2023 at the TRIRIGAWorld conference, Tradeline Inc's conference on Space Strategies, IFMA World Workplace, Verdantix EHS, Sustainability and ESG conference and CoreNet Global Facilities and Real Estate.

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.
eCIFM utilizes many marketing avenues as listed in the prior response above. Using the distribution list of AEPA customers, eCIFM will develop a database to market to agencies by state and market. eCIFM will engage our consulting firm to develop the specific content and messaging needed and to utilize our marketing routes to best reach the agencies to discuss our offerings. The eCIFM sales team will make phone calls and send emails to do personal "meet and greets" to get to know the members, see what we can do to assist them and develop relationships with them.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.

- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

For the contract announcements and launch, eCIFM will utilize social posts, email campaigns, pay-per click ads, etc,, utilizing our marketing consultant to launch the new contract to potential agencies. The sales teams will make calls and send emails out to make initial contact and develop relationships. eCIFM utilizes a savvy marketing consultant to create graphics designs, color advertisements, etc and this person would be engaged to create any literature needed. eCIFM uses a marketing consultant to manage its company webpage. The consultant will create a unique webpage and landing page with social posts to display the contract award and create links to the respondent's website.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

TRIRIGA and Archibus both have modules that address environmental initiatives. TRIRIGA has a solution, Envizi, that simplifies the capture, consolidation, management, analysis and reporting of environmental, social and governance (ESG) data.
The Archibus Sustainability & Risk module has a Green Building component that helps to determine a building's carbon footprint and score the environmental impact of a building based on LEED, BREEAM, or other environmental sustainability certifications.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

eCIFM has no third party products that have any environmental certifications being offered at this time. The TRIRIGA product has sustainability, EHS and ESG reporting capabilities included in the application and would be available for use by the customers as needed.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

TRIRIGA's module has a Green Building component that helps to determine a building's carbon footprint and score the environmental impact of a building based on LEED, BREEAM, or other environmental sustainability certifications.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

The TRIRIGA application itself is environmentally preferable and has a number of modules focused on sustainability, ESG and EHS. About 50% of the application is environmentally preferable. The improvement would be to add more technology applications/hardware such as sensors and the Envizi sustainability product, in the near future, to the portfolio of offerings.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

eCIFM can not only bring the best-in-class software and services but will also bring 23+ years of best practices and processes as evidenced in our current and historical case studies. eCIFM provides technology consulting/road mapping, CAD and drafting services, utilization of Verdantix market research on facilities and real estate technology. eCIFM provides users with access to peer to peer users groups within the TRIRIGA community by market to share experiences, brain storm, etc, amongst common groups. eCIFM is the manager of the TRIRIGA education and K-12 users groups and holds helpful, periodic meetings throughout the year that all customers can join at no charge. Our mission is to provide excellence and the highest quality in Real Estate Management Solutions for evolving markets. We empower our clients to succeed. Our clients' Success is our Success. We are committed

to maximizing the value on investment through leveraging successful strategic solutions. Our team closely guides, mentors, and supports client efforts every step of the way to ensure that our solutions exceed business requirements.

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.). 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.
eCIFM has integrated and can integrate TRIRIGA into any and all systems to push and pull information back and forth as needed. This is not a problem for any of the customers and eCIFM is confident that the connection can all be made successfully between TRIRIGA and any other 3rd party system.

Disclosures

Legal: Does this business have actions currently filed against it? X **No** _____ _____ **Yes**

If **Yes, <u>AN ATTACHMENT IS REQUIRED</u>:** 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.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Columbia University	Lorant Kando	Executive Director	*	*
2. University of Rhode Island	John Marshall	Facilities Operations Manager	*	*
3. Fresno Unified School District	Lodgerio Jorge	M&O Manager	*	*
4. City of Dallas	Tina Carr	Sr. IT Portfolio Mgr	*	*
5. Dallas County	Dan Cherry	Assistant Director of Facilities	*	*

* Due to NDA policies eCIFM does not provide contact information at this early stage of the process.

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be <u>willing and able</u> to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years?	If awarded, which states does this company propose to sell in?	Indicate which states this company has sales reps, distributors or dealers in.

		(Place an X where applicable)	(Place an X where applicable)	(Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes		X	X
Connecticut	Yes		X	X
Florida	Yes	X	X	X
Georgia	Yes		X	X
Illinois	Yes	X	X	X
Indiana	Yes		X	X
Iowa	Yes		X	X
Kansas	Yes	X	X	X
Kentucky	Yes		X	X
Massachusetts	Yes	X	X	X
Michigan	No		X	X
Minnesota	Yes	X	X	X
Missouri	Yes		X	X
Montana	Yes		X	X
Nebraska	Yes		X	X
New Jersey	Yes		X	X
New Mexico	Yes		X	X
North Dakota	Yes		X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes		X	X
Texas	Yes	X	X	X
Virginia	Undecided		X	X
Washington	Yes		X	X
West Virginia	Undecided		X	X
Wisconsin	Yes		X	X
Wyoming	Yes		X	X

e-Commerce: Does this business have an e-commerce website? X **No** _____ **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** X **Yes**

Does this business have a toll-free customers support phone option? _____ **No** X **Yes**

Does this business offer local customer and support service options? X **No** _____ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Delivery time will have many considerations. For example, how many modules will be implemented, how much data may be migrated, how many integrations will be set up. A typical implementation can be anywhere from six to nine months.

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?
N/A

Describe your company's payment terms as well as any quick pay discounts.
Net 30

State your company's return policy and any applicable restocking fees.
N/A

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
Each new customer will be assigned a sales lead, project manager and managed services partner throughout their TRIRIGA use and journey to ensure that the customer has access to the current materials, releases, updates, delivery schedules and cutting edge innovative strategies. eCIFM believes that having a dedicated team for a customer to partner with ensures project success at the time of implementation and beyond.

Pricing

Is your pricing methodology guaranteed for the term of the contract? _____ **No** X **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? _____ **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? _____ **No** X **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? _____ **No** X **Yes**

Competitiveness: 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.

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? _____ **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? X **No** _____ **Yes**

If YES, identify which cooperative and the respective expiration date(s).
Click or tap here to enter text.

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)?
Click or tap here to enter text.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
x	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? _____ **No** x _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
The software licensing is a SaaS offering and customers do not own the software but lease it out. Terms are for at least one or more years but typically tend to be on a 3 year cycle.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
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 working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: 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.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
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.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

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 to local, state or federal laws cannot be accepted under this solicitation.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

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 deviations. *(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. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	**No**, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation

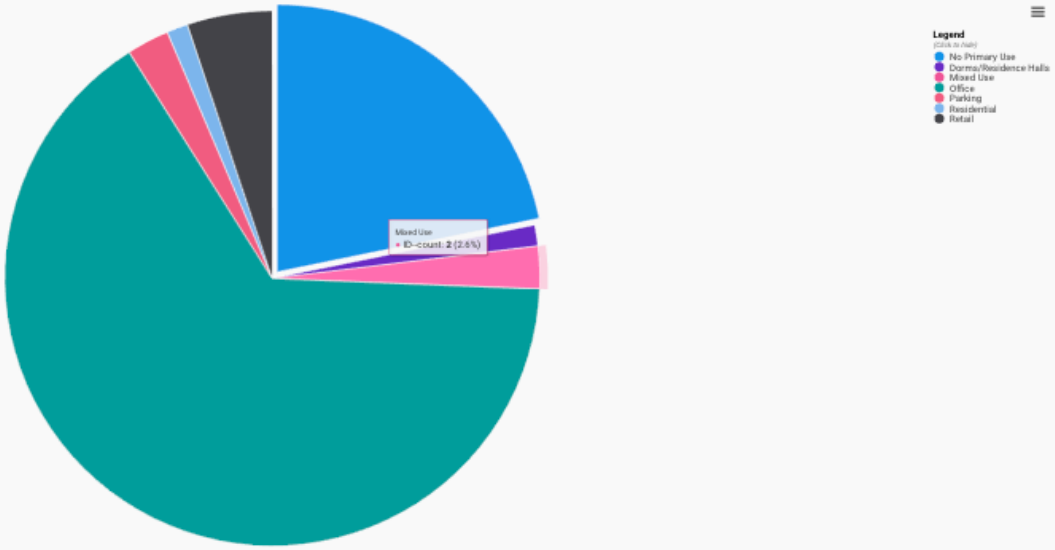
Attachment 1
Sample Reports

Real Estate Property Reporting Samples

Leases by Primary Use

Active Leases by Primary Use

ACTIVE FILTERS:



Selected Records

ID	Name	Contract Sta...	Contract Type	Active End D...	Active Start ...	City	State/Provin...	Country
1003019	Storage Unit Lease		Real Estate Lease	12/31/2017	01/01/2015			
NA-US-NC-TERM-01	Storage Unit Lease...		Real Estate Lease	12/31/2017	01/01/2015			
GP-EU-FR-PA-OP-0...	Lille Office Buildin...		Real Estate Lease	12/31/2026	01/01/2017	Lille	Nord	France
GPNA-US-RE-0823...	10 yr lease, monthl...		Real Estate Lease	12/31/2026	01/01/2017	OAKBROOK TERR...	Illinois	United States
GPNA-US-RE-0823...	10 yr lease, monthl...		Real Estate Lease	12/31/2026	01/01/2017	OAKBROOK TERR...	Illinois	United States
GPNA-5Y-INDX-MPS	5 year RE Lease, m...		Real Estate Lease	12/31/2019	01/01/2015	OAKBROOK TERR...	Illinois	United States
GPNA-5Y-DISMAN...	5 year RE Lease, di...		Real Estate Lease	12/31/2021	01/01/2017	OAKBROOK TERR...	Illinois	United States
GPNA-5Y-OP2FIN	5 year RE Lease, O...		Real Estate Lease	12/31/2021	01/01/2017	OAKBROOK TERR...	Illinois	United States
GPNA-US-RE-SHO...	12 month RE Leas...		Real Estate Lease	05/31/2018	06/01/2017	OAKBROOK TERR...	Illinois	United States
GPNA-US-RE-OP-E...	5 year RE Lease, e...		Real Estate Lease	12/31/2021	01/01/2017	OAKBROOK TERR...	Illinois	United States
GPNA-US-RE-OP-R...	6 year RE Lease, re...		Real Estate Lease	12/31/2022	01/01/2017	OAKBROOK TERR...	Illinois	United States
MRPR-20190828	Multiple Range Per...		Real Estate Lease	07/31/2026	09/24/2018			

1 to 17 of 17 Page 1 of 1

Leases by Expiration

Leases by Expiration

ACTIVE FILTERS:

Real Estate Summary Report By City and Property

Name	Building Class	Primary Use	Tenure	In Service Date	sum(Headcount)	Gross Area	Area / Occupant (Gross)	State/Province	City	Country	Status
					23						
Newton Way	Office	Administration	Leased	07/01/2007	240	66884.73	278.69	Texas	Dallas	United States	Active
Darwin Office	Office	Administration	Leased	06/15/2006	314	62987.16	200.6	Texas	Dallas	United States	Active
Bell Tower	Office	Administration	Owned	07/15/1986	30	40776.22	1359.21	Texas	Dallas	United States	Revision In Progress
Dallas - Pub	Retail - Restaurant	Retail	Leased	04/12/2012	30	60195.98	2006.53	Texas	Dallas	United States	Active
Charlotte Watson Center	Corporate Office	Headquarter	Leased	07/01/1967	1116	172070.19	154.18	North Carolina	Charlotte	United States	Revision In Progress
					1						
Prague Watson Centre	Office	Multi-Use	Leased	07/06/2005	1116	11951.33	10.71	Central Bohemian Region	Prague	Czech	Active
Charlotte Green Center				01/12/2003	131	37099.92	283.21				Draft

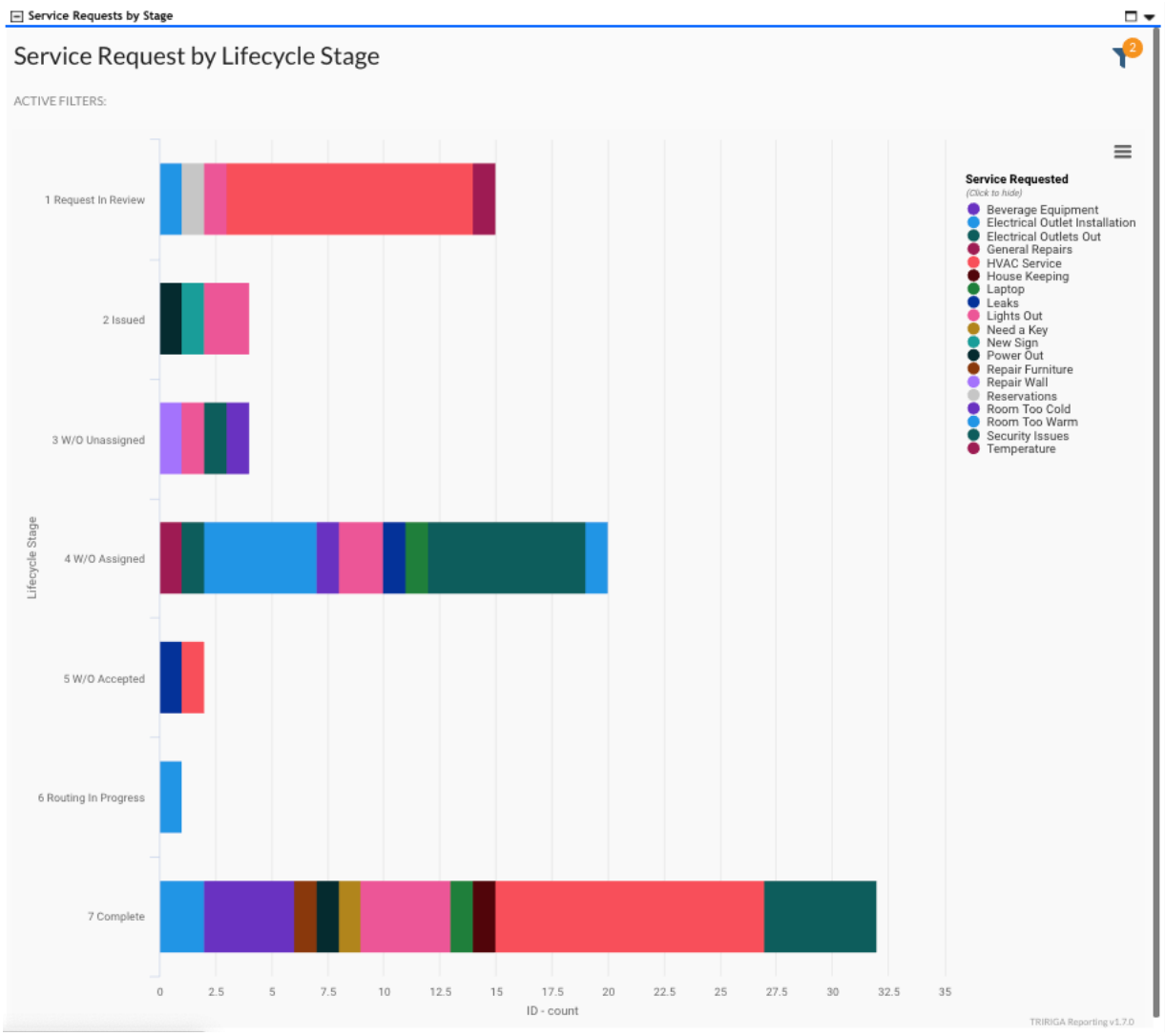
Real Estate Leases

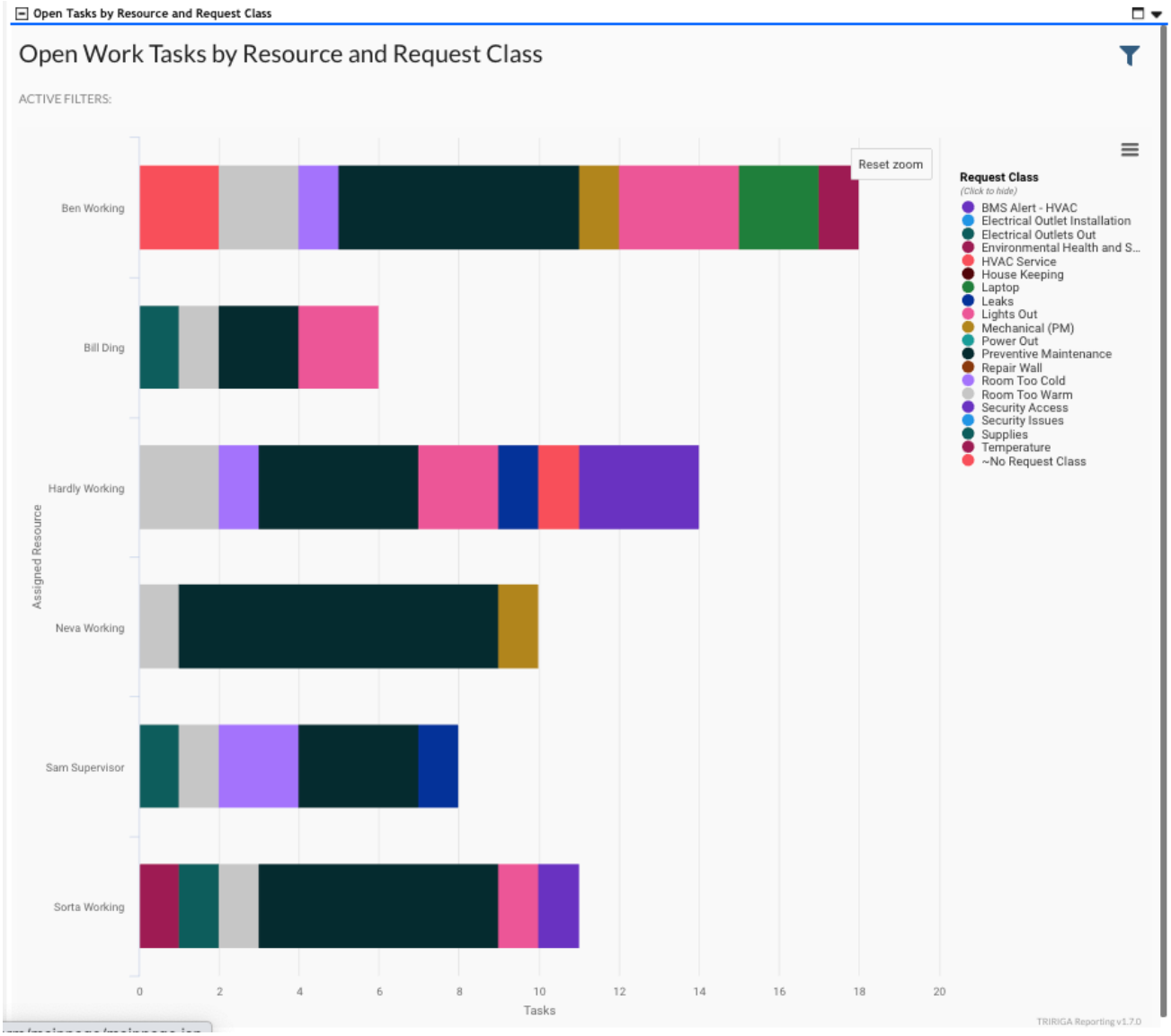
08/13/2020 10:44 EDT

ID	Contract Name	City	State/Province	Country	Expiration Date	Rentable		Contract Status
0845	40305 Bendheim Enterprises	Culver City	CA	USA	07/30/2018	3,000	square-feet	Active
LA-MX-MC-010-03	Apartment - Carnatio - Residential Lease - Apt 210	Ciudad de Mexico	Distrito Federal	Mexico	12/31/2018	3,500	square-meters	Active
ME-UE-DB-010-02	Apartment - Dubai - Residential Lease - Apt 201	Dubai	Dubai	United Arab Emirates	12/31/2018	2,500	square-meters	Active
ME-UE-DB-010-03	Apartment - Dubai - Residential Lease - Apt 210	Dubai	Dubai	United Arab Emirates	12/31/2018	3,500	square-meters	Active
AP-IN-MB-010-02	Apartment - Mumbai - Residential Lease - Apt 201	Mumbai	Maharashtra	India	12/31/2018	2,500	square-meters	Active
AP-IN-MB-010-03	Apartment - Mumbai - Residential Lease -Apt 210	Mumbai	Maharashtra	India	12/31/2018	3,500	square-meters	Active
AP-CH-BE-001	Beijing Office Gross Lease	Beijing	Beijing Municipality	China	05/13/2016	2,208.58	square-meters	Active
AP-AU-BB-001	Brisbane Gross Lease	Brisbane	Queensland	Australia	05/13/2016	2,208.58	square-meters	Active
NA-CA-CA-001	Calgary Lease - Canadien Taxes	Calgary	Alberta	Canada	04/30/2018	3,250	square-feet	Active
ME-SA-CT-007	Cape Town Gross Lease	Cape Town	Western Cape	South Africa	05/13/2016	2,208.58	square-meters	Active
EU-UK-LO-001	London Ambassador House Lease - Quarter Day Payments	London	Greater London	United Kingdom	02/28/2018	25,000	square-meters	Active - Rolling Lease

Facility Maintenance Reporting Samples

1. TRIRIGA Advance Reporting service request by lifecycle graph report.




Open Tasks by Resource and Request Class
Open Work Tasks by Resource and Request Class
ACTIVE FILTERS:
Reset zoom
Ben Working
Bill Ding
Hardly Working
Neva Working
Sam Supervisor
Sorta Working
Assigned Resource
0
2
4
6
8
10
12
14
16
18
20
Tasks
Request Class
(Click to hide)
BMS Alert - HVAC
Electrical Outlet Installation
Electrical Outlets Out
Environmental Health and S...
HVAC Service
House Keeping
Laptop
Leaks
Lights Out
Mechanical (PM)
Power Out
Preventive Maintenance
Repair Wall
Room Too Cold
Room Too Warm
Security Access
Security Issues
Supplies
Temperature
~No Request Class
TRIRIGA Reporting v1.7.0

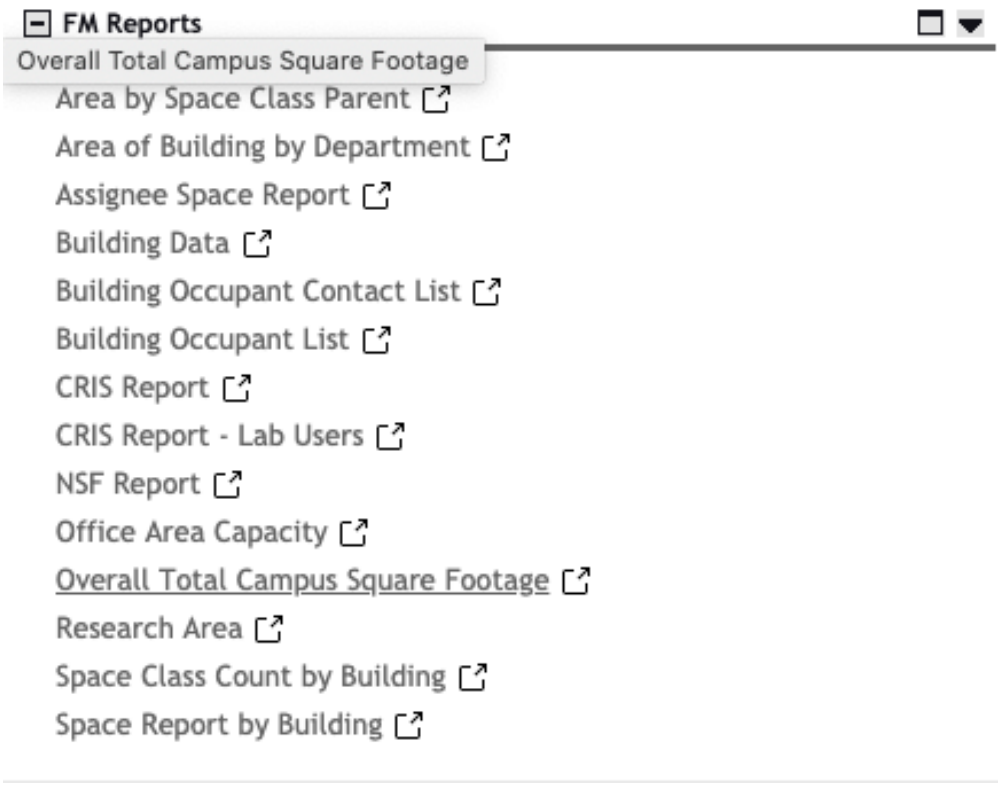
Work Task

08/13/2020 10:25

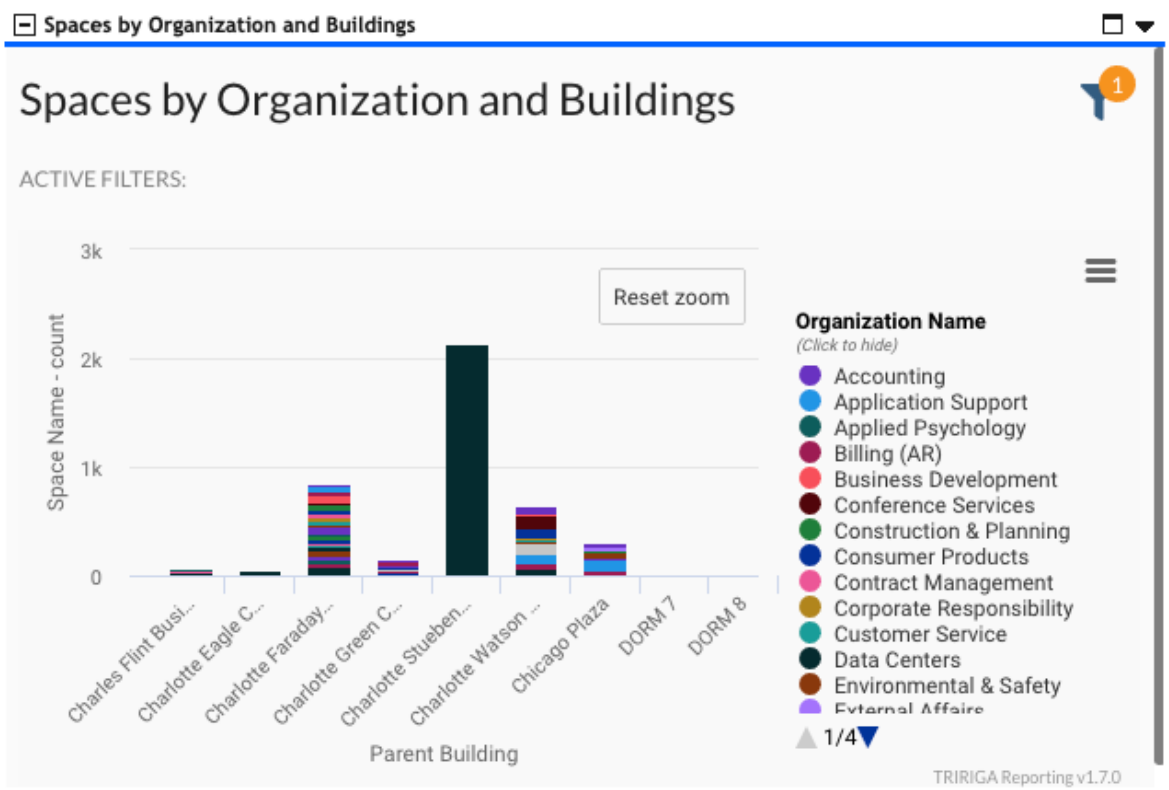
Task Name	Task ID	Service Assignment Class	Work Location	Status	Actual Start	Planned Start(Respond Date)	Planned End(Due Date)	Actual End	Actual Percent Complete	Responsible Organization	Resource Assignment Status
Climate Control - HVAC Service	1035303		\Locations\Airports\Bald Eagle Airport Authority\Technical Center	Active		06/15/2020 13:20	06/15/2020 13:20		0	\Organizations\Workgroups\Maintenance Services	Assigned
Climate Control - HVAC Service	1035304		\Locations\Airports\Bald Eagle Airport Authority\Technical Center	Active		06/12/2020 13:20	06/12/2020 13:20		0	\Organizations\Workgroups\Maintenance Services	Assigned
Administration Building - Climate Control - BMS Alert HVAC	1035393		\Locations\University Campuses\Peterson School of Business\Administration Building\04 - Fourth Floor\400	Completed	12/08/2018 18:30	12/08/2018 18:30	11/29/2018 04:21	11/29/2018 04:21	100		Completed
Annual PM Schedule - YEARLY	1028160	Facilities	\Locations\Offices\Central & Eastern Europe\Prague Watson Centre\04 - Rooftop\R-Roof	Planned		03/15/2023 08:03	03/15/2023 13:03		0	\Organizations\GreenPoint\THINK Smarter Office\Finance\Real Estate\Facility Engineering	Unassigned

Space Management Reporting Samples

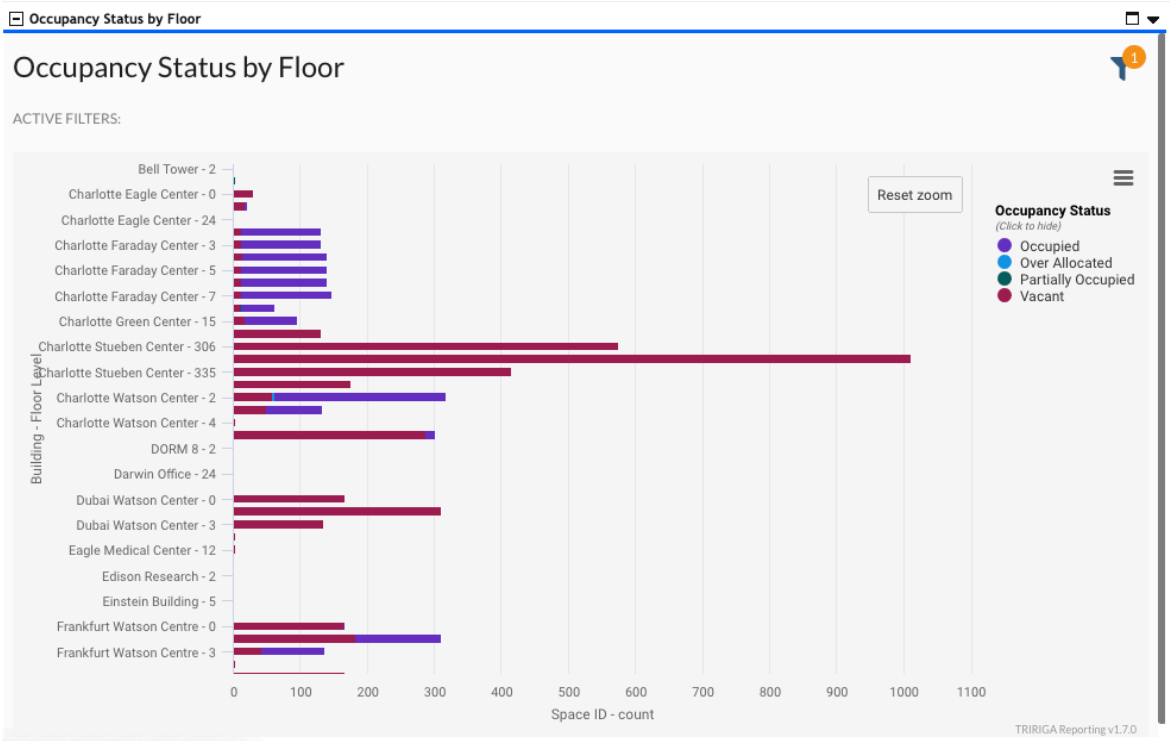
1. Navigation of a list of reports eCIFM has configured.



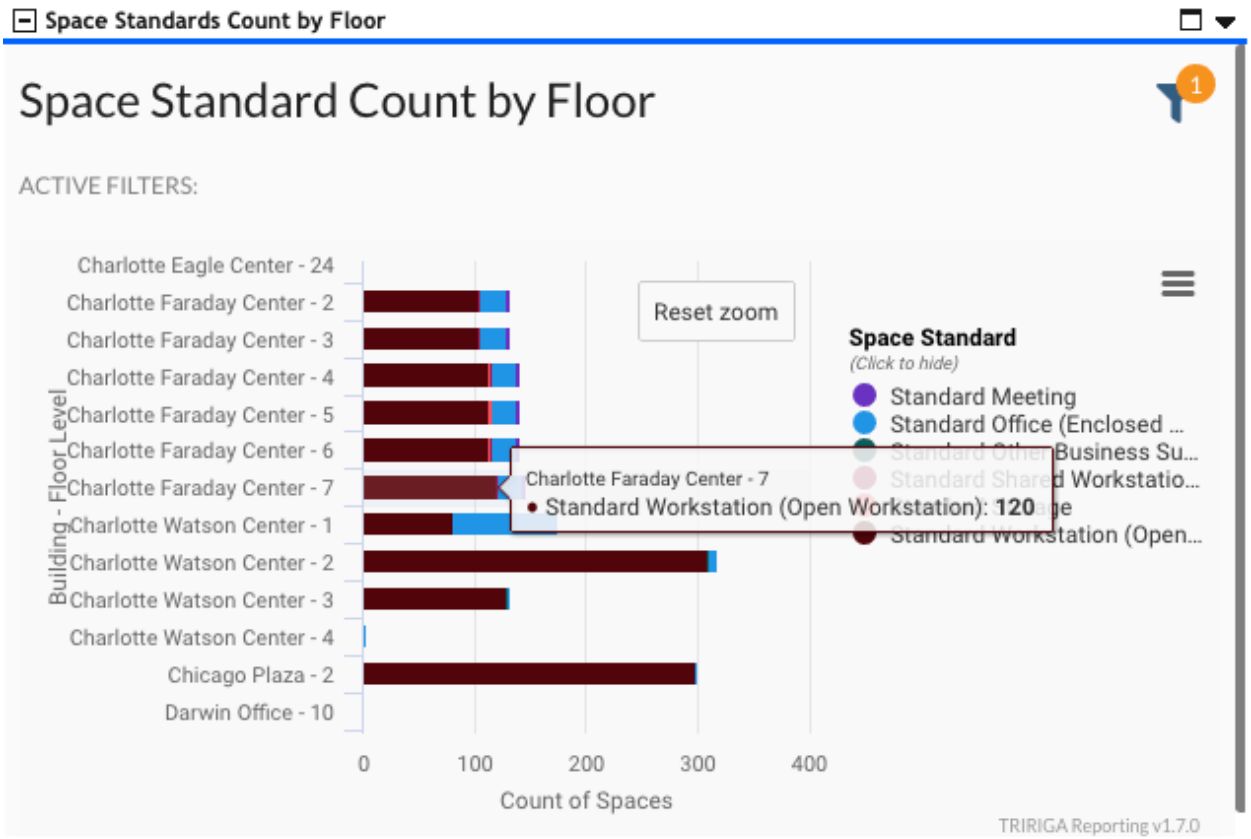
2. Graph represents space by of organizations allocated per building.



3. Graph represents the occupancy status per building per floor.



4. Graph represents the occupancy status per building per floor.



IBM Preceptive App provides the ability to represent a stacking plan as show below. The plan highlights the list of organization by floor by building with the ability to create different scenarios to move organization to different locations.

IBM **TRIRIGA Stacking**

SIGN OUT

This record is in Active status. Any changes will not be saved.

Charlotte Scenario 1

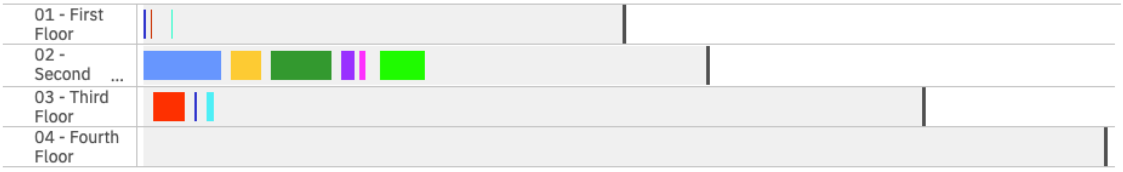
ID1000011 | Stack from Occupancy Allocations

View Summary | Restore | Revise

Removals | Charlotte Watson Cente

Some demand bars are not visible at this zoom level. Increase zoom to show all.

Floor | Add Demand | Show All Spaces | Show to Scale | 100% | Max



Legend

- Unallocated
- Accounting
- Application Support
- Business Development
- Construction & Planning
- Facility Engineering
- Finance
- Human Resources
- Information Technologies
- Invoicing (AP)
- Lease Administration

Spaces By Organization / Building / Space

Portal: 849

Print Help

My Organizations | My Buildings | My Spaces

Close x

AAPRV - Acad Affairs&Provost, Exec VP

Organizations

1 / 4 Export 31 total found Apply Filters Clear Filters Show More Filters Show: 10

Division Name	Organization Name	Organization Type
Contains	Contains	Contains
AAPRV - Acad Affairs&Provost, Exec VP	10083 - Teaching&Learning, Ctr for	Department
AAPRV - Acad Affairs&Provost, Exec VP	10103 - Exec VP and Provost, Ofc of	Department
AAPRV - Acad Affairs&Provost, Exec VP	10104 - Fac&Acad Affairs, Vice Provost	Department
AAPRV - Acad Affairs&Provost, Exec VP	10105 - Educational Innovation	Department
AAPRV - Acad Affairs&Provost, Exec VP	10106 - Weisman Art Museum	Department
AAPRV - Acad Affairs&Provost, Exec VP	10175 - Urban Research Outreach/Engage	Department
AAPRV - Acad Affairs&Provost, Exec VP	10176 - Public Engagement, Office for	Department
AAPRV - Acad Affairs&Provost, Exec VP	10178 - SAA Academic Center Admin	Department
AAPRV - Acad Affairs&Provost, Exec VP	10179 - Urban & Regional Affairs, Ctr	Department
AAPRV - Acad Affairs&Provost, Exec VP	10180 - Survey Research, MN Center for	Department

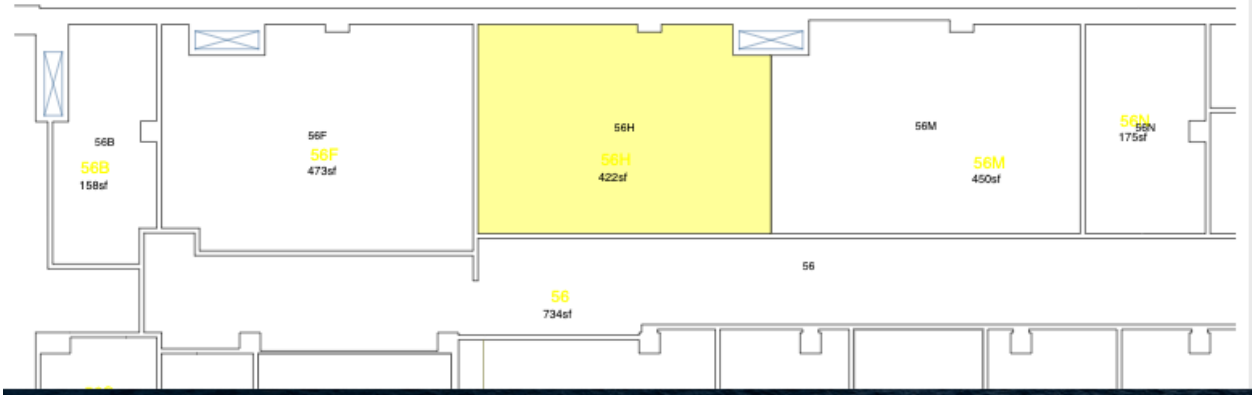
Spaces

Export 5 total found Apply Filters Clear Filters Show More Filters Show: 10

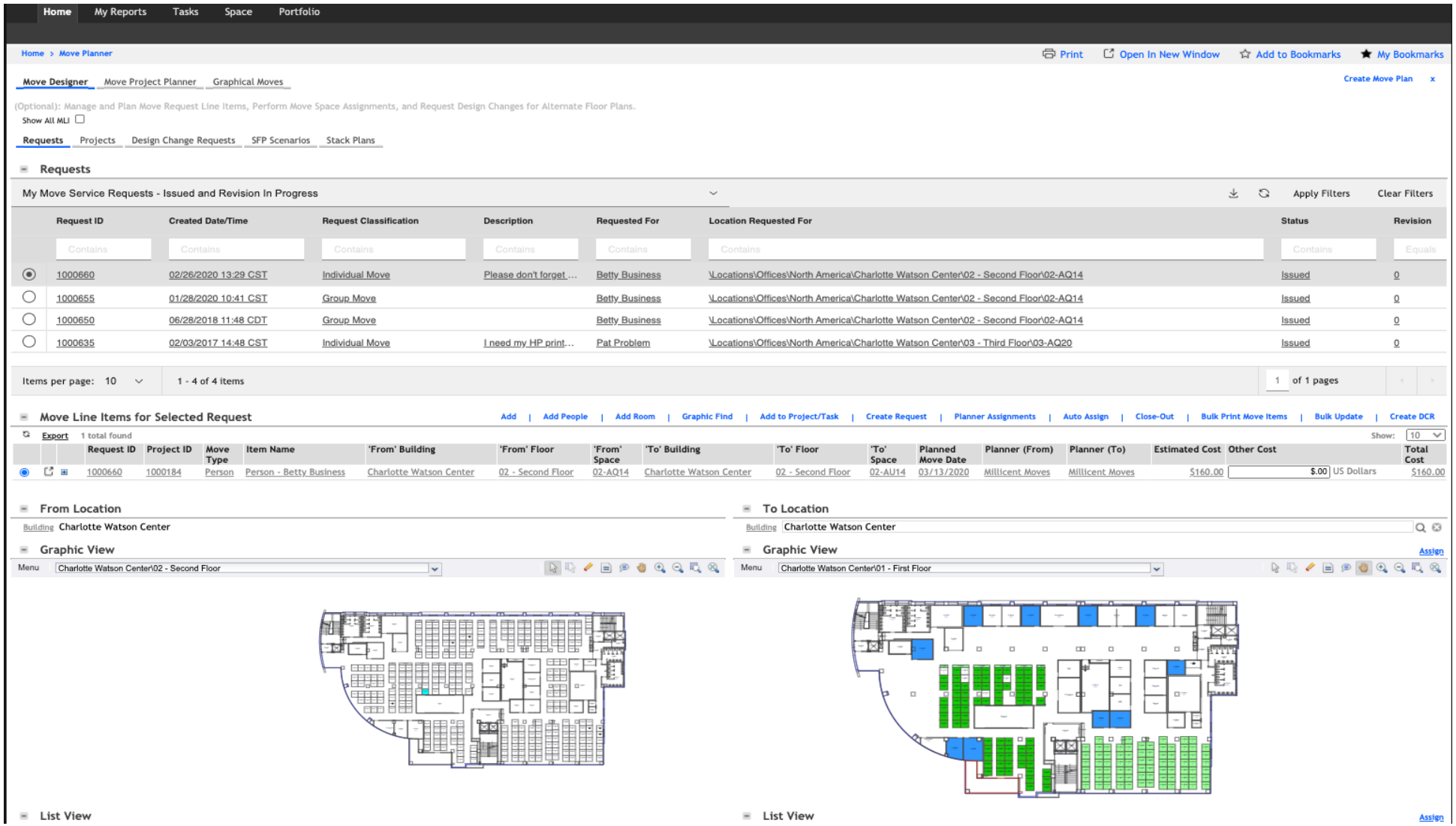
Property ID	Property Name	Building Name	Floor	Room Number	Space Class (Level 1)	Space Class Current	Area	Status
Contains	Contains	Contains	Contains	Contains	Contains	Contains	Equals	Contains
01	TC-Mpls	Coffman (064)	0G - Ground Floor	56H	03 - Office Space	312 - Staff Office	422.14 square-feet	Revision In Progress
01	TC-Mpls	Donhowe (044)	01 - First Floor	100-10	03 - Office Space	312 - Staff Office	41.63 square-feet	Revision In Progress
01	TC-Mpls	Donhowe (044)	03 - Third Floor	3-25	00 - Unused Space	050 - Inactive Area	95.76 square-feet	Active
1000095	Marconi University Campus	Fleming Environmental Building	01 - First Floor	FE100	03 - Office Space	03 - Office Space	308.2 square-feet	Draft
999-TEST	Janet's Test Property	Janet's Test Building	First Floor (01) - Test	100T	?? - Unknown	??? - Unknown	0 square-feet	Draft

Graphic

Menu Coffman (064)\0G - Ground Floor



TRIRIGA Space Management provides an individual the ability to submit a request, view their location and select a new location baes on availability and entitlement of a space.



Standard export of space vacancy report

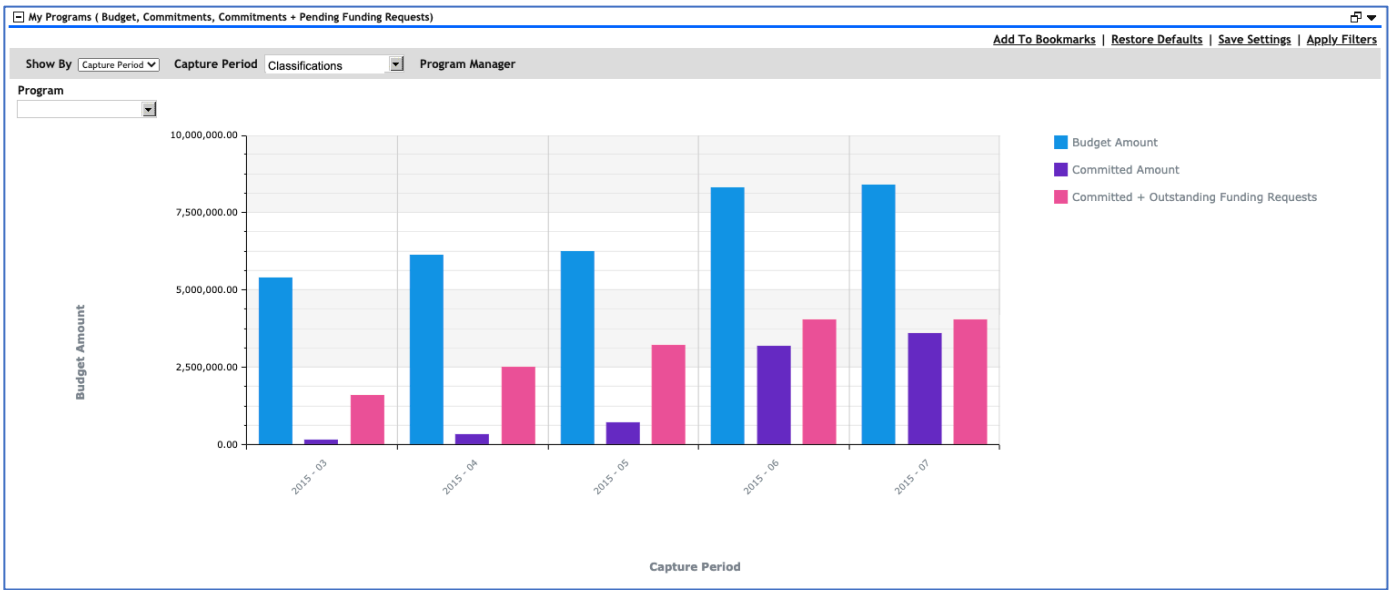
Space Standard	Floor Level	Parent Building	Parent Floor	Occupancy Status	Space ID	Space Area	Area Units	Building - Floor Level
Standard Workstation (Open Workstation)	1	Charlotte Watson Center	01 - First Floor	Vacant	01-AV13	25	square-feet	Charlotte Watson Center - 1
Standard Workstation (Open Workstation)	1	Charlotte Watson Center	01 - First Floor	Vacant	01-AV10	25	square-feet	Charlotte Watson Center - 1
Standard Workstation (Open Workstation)	1	Charlotte Watson Center	01 - First Floor	Vacant	01-AX11	25	square-feet	Charlotte Watson Center - 1
Standard Workstation (Open Workstation)	1	Charlotte Watson Center	01 - First Floor	Vacant	01-AV14	25	square-feet	Charlotte Watson Center - 1
Standard Workstation (Open Workstation)	1	Charlotte Watson Center	01 - First Floor	Vacant	01-AX10	25	square-feet	Charlotte Watson Center - 1
Standard Workstation (Open Workstation)	1	Charlotte Watson Center	01 - First Floor	Vacant	01-AX12	25	square-feet	Charlotte Watson Center - 1
Standard Workstation (Open Workstation)	1	Charlotte Watson Center	01 - First Floor	Vacant	01-AX14	25	square-feet	Charlotte Watson Center - 1

Capital Project Reporting Samples

IBM TRIRIGA Advance reporting provides insightful out of the box for Capital Management.

Examples include the following

1. My Program Financial Graph Report



2. Hierarchy report of programs, sub programs and Projects

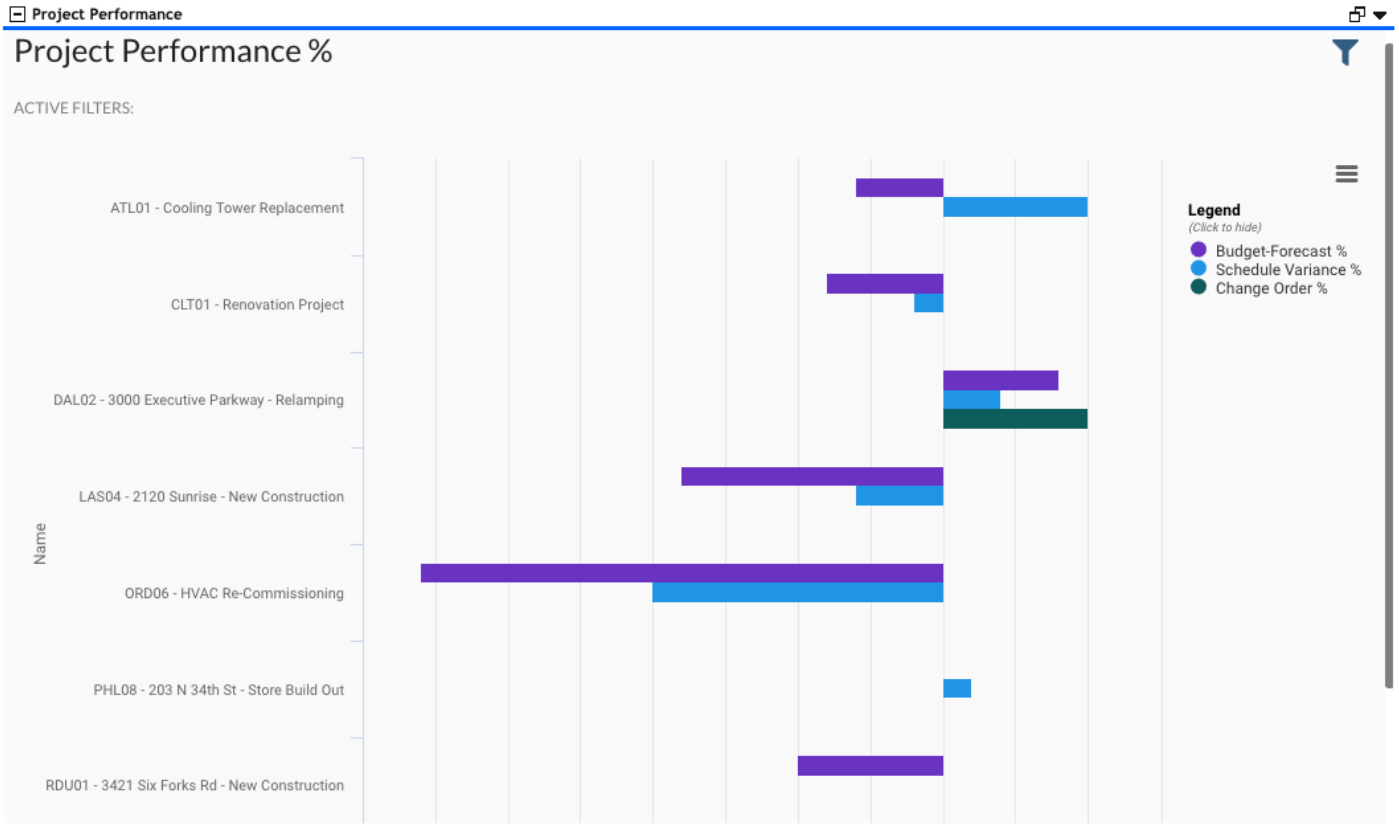
My Programs and Projects

Program
Related Reports -Select- My Programs and Projects

Export 24 total found Apply Filters Clear Filters

Type	Name
	Contains
Program	2017 - 2020 Renewal and Renovation Program
Program	Airport Expansion Program
Program	Capital Renewal Program
Program	Emissions Reduction & Recycling Program
Program	GreenPoint 2013 Capital Renewal and Expansion Program
Program	Greenpoint 5 Year Capital Plan
Program	Emissions Reduction Environmental Program
Capital Project	ATL01 - Cooling Tower Replacement
Program	Recycling and Waste Control Program
Program	LEED Certification Program
Program	NA - New Construction
Program	Rental Property Refurbishment Program
Program	Space Optimisation Program
Program	Store Expansion Program
Program	Store Refurbishment Program
Program	Thomas J. Watson Parking Renovations and Expansion
Capital Project	CLT01 - Renovation Project
Capital Project	Clinic Renovation
Capital Project	DAL02 - 3000 Executive Parkway - Relamping
Capital Project	LAS04 - 2120 Sunrise - New Construction

3. KPI Project Performance.Report



Project Cost

Active Project Costs

Level 2 Cost Code → Level 3 Cost Code → Level 4 Cost Code → Level 5 Cost Code → Group

Group	max(a. Budget Original)	max(i. Retainage)	max(k. Paid (h-i-j))	max(n. Forecast Fin...	max(Actual Cost)
1000586-CLT01 - Renovation Project (28)	$1,554,285	0	$135,752	$1,506,158	0
1000586.01-General Requirements (1)	$43,200	0	$73,836	$43,200	0
1000586.04-Masonry (1)	$238,857	0	$19,245	$323,400	0
1000586.06-Wood and Plastics (1)	$22,891	0	0	$21,450	0
1000586.08-Doors and Windows (1)	$40,685	0	0	$62,679	0
1000586.09-Finishes (8)	$242,075	0	$5,701	$251,856	0
1000586.11-Equipment (1)	$15,387	0	0	$15,387	0
1000586.12-Furnishings (1)	$57,016	0	0	$57,016	0
1000586.13-Special Construction (2)	$19,400	0	0	$22,345	0
1000586.15-Mechanical (4)	$181,480	0	$15,670	$170,334	0
1000586.16-Electrical (6)	$605,316	0	$21,300	$538,491	0
1000586.99-Contingency (1)	$87,978	0	0	0	0
GROUP SUMMARY (1)	$1,554,285	0	$135,752	$1,506,158	0

Columns
Filters

1 to 13 of 13 Page 1 of 1

TRIRIGA Reporting v1.7.0

All Capital Projects										
08/13/2020 16:54 EDT										
ID	**Name**	**Type**	**Budget Current**	**Actual**		**Budget Variance (%)**		**Planned Start**	**Planned End**	**Calculated End**
1000575	ATL01 - Cooling Tower Replacement	Commercial	$94,400.00	$0.00	US Dollars	-1	percent	06/26/2019 00:00	11/04/2019 00:00	11/11/2019
1000576	DAL02 - 3000 Executive Parkway - Relamping	Commercial	$63,000.00	$14,400.00	US Dollars	-0.77	percent	09/08/2019 00:00	07/25/2020 00:00	07/31/2020
1000577	ORD06 - HVAC Re-Commissioning	Commercial	$47,600.00	$0.00	US Dollars	-1	percent	08/15/2019 00:00	12/01/2019 00:00	11/20/2019
1000585	Store 10101 Renovation	Commercial	$1,185,922.53	$0.00	US Dollars	-1	percent	05/24/2005 03:00	06/17/2006 03:00	06/18/2006
1000586	CLT01 - Renovation Project	Commercial	$1,562,795.47	$1,189,182.00	US Dollars	-0.24	percent	03/11/2019 00:00	04/24/2020 00:00	04/18/2020
1000593	PHL08 - 203 N 34th St - Store Build Out	Retail	$242,819.13	$85,887.00	US Dollars	-0.65	percent	06/01/2010 03:00	10/30/2010 03:00	10/31/2010
1000595	LAS01 - Remodel	Commercial	$1,022,243.73	$0.00	US Dollars	-1	percent	09/10/2019 00:00	12/20/2019 00:00	12/05/2019
1000617	City Center - New Contruction Project	Commercial	Rs1,959,198,855.00	Rs0.00	Indian Rupees	-1	percent	11/25/2012 00:00	05/13/2014 00:00	05/30/2014
1000618	Germany Store Buildout	Commercial	Rs0.00	Rs0.00	Indian Rupees	0	percent	01/31/2017 00:00		12/31/1969
1000623	Watson Centre - Frankfurt - BREEAM Certification Project	Commercial	$0.00	$0.00	US Dollars	0	percent	05/09/2014 05:54		12/31/1969

Attachment 2
Sample Training Plan

Training Plan

eCIFM SOLUTIONS Inc.

Integrated Workplace Management Solution Providers

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1. Introduction

The development and delivery of the Training Plan is critical to the overall success of the IBM TRIRIGA Implementation project. Training will ensure an easy and effective system use while enhancing the understanding and acceptance of the new system and business processes. End user training will focus on system functionality in relation to business processes. This training document addresses the needs of all major groups that will be impacted by the new system.

The goal of all training is for participants to gain the necessary competencies and skill-sets to perform their day to day activities in the new environment. End-User Training will be done prior to and as close to Go Live as possible.

1.1. Goals and Objectives

The goal of this training plan to address the following:

- Supporting the project objectives by training people how to apply the new business processes and system platform to do their jobs.
- Providing multiple training methods which address the various ways individuals assimilate information. They will include:
    - Instructor led classroom sessions.
    - Reading, desktop procedural manuals and quick reference guides
    - Hands on experience with the application.
    - One on One support during training (as needed)

The training plan focuses on these key objectives:

- Educating users on the benefits of using TRIRIGA's Capital Projects and the role these tools play in meeting business goals
- Providing an understanding of how new and existing business processes are performed and supported by the system.
- Training users on exactly what they need to know in order for that person to carry out their jobs in the new environment.

1.2. In Scope

Training will be comprised of Train the Trainer approach to train the CLIENT. Training will be provided locally in a training facility(s) provided by the CLIENT. The training class will consist of no more than 10-12 staff members per classroom. The CLIENT will provide the following resources:

- Dedicated training room equipped with an adequate number of desks and chairs
- Work stations that are properly configured to support the training
    - All network connections for the work stations
    - Dedicated printer

- Telephone with a direct number
- Projector connect to a PC for the instructor or the ability to connect to an eCIFM computer
- Projection screen
- White board with pens

Training addresses each of the following business roles:

- Superintendent/Supervisor
- Building Facilities Manager
- Capital Projects Project Managers
- FM Projects Project Managers

Training will address the following level of users:

- Power User - individuals using the system and tools every day.
- Casual User – individuals using the system weekly and/or monthly.
- Stakeholder – individuals providing input to and/or accessing the system ad-hoc that mainly require reporting outputs from the system.

The systems in scope which will be covered in training include the following:

- TRIRIGA Capital Projects
- TRIRIGA Reporting

Creation on the following training materials:

- Training manuals as described in SOW
    - TRIRIGA Capital Projects
    - TRIRIGA Reporting

1.3. Out of Scope

Training that is out of scope and not included in this plan:

- MS Office Applications
- Printer applications
- Technical sustainment training
- Formal training for any other TRIRIGA software modules not mentioned in section 1.2
- End User Training sessions (eCIFM will act as an advisor)

1.4. Assumptions

The following assumptions have been made:

- Project Sponsors will help define and drive the training plan.
- Sufficient project funding is budgeted to support the Go Live training.
- Every user of the system is expected to attend and complete the requisite training.
- Managers will be responsible for ensuring their personnel attend training.
- Additional and/or remedial training should be provided by CLIENT following Go Live to ensure all users are adequately trained and can successfully operate the system.
- Additional operational funding and/or resources may be required for on-going training efforts.
- CLIENT will be responsible for assuming the role of trainer after the Train the Trainer period.
- To the extent possible, materials will be consistent for all geographies.
- All users are expected to have a basic knowledge of computers and IBM TRIRIGA system navigation

1.5. Dependencies

Successful training is dependent on the following:

- UAT is successfully completed.
- Training documentation is complete and available for distribution to the users.
- Training Environments (both database and training facilities) are delivered and functional.
- Training participants are set up as users in the system.
- Sufficient data exists in the system
- Users are available to attend the training sessions in their entirety.
- Management has set the context for the use of the new business processes and tools.
- Training facilities have been secured and configured for training.
- TRIRIGA software is installed and configured.

2. Testing Resources

Successful training is dependent on the following resource availability:

- eCIFM Trainer(s) will be present during the time scheduled for the training.
- Technical CLIENT resource(s) will be available for training in the case that any technical issues should arise.
- eCIFM -Technical resource(s) will be available in the event any issues should arise.
- CLIENT Business Process Experts, familiar with the business processes, will be available and in attendance for the training in their region to help with responses to questions.
- CLIENT Data Administrator – required attendance in all training sessions

2.1. Roles and Responsibilities

Description	Responsible Group	Individuals
Develop Training Materials	eCIFM	
Deliver General Training (Train the Trainer)	eCIFM with the assistance of Data Administrators Business Process Experts	
User Training	CLIENT with assistance from eCIFM	CLIENT Personnel – TBD eCIFM – TBD
Set-up & Refresh Training Environments	CLIENT	OIT – TBD

Data Administrators are considered subject matter experts. The Data Administrators will be responsible for:

- Assisting eCIFM in the delivery of the IBM TRIRIGA Implementation project training to meet the training schedule.
- The delivery of training to the IBM TRIRIGA Implementation users following Go-Live.
- Provide first level support to the IBM TRIRIGA Implementation end users following Go Live.

2.2. Classrooms

The following classrooms have been secured in each of the regions for the duration of the training:

Location	Training Dates	Training Room(s)	Number of Computers	Wireless Network	Overhead Projector & Screen
		1	10-12	Yes	Yes
		1	TBD	Yes	Yes

2.3. Computers

Computers with CLIENT network access and necessary installers such as SVG Viewer, correct Java versions will be available in each of the training classrooms for the duration of the training. The goal is to ensure 1 computer per student and instructor to enable maximum opportunity for hands-on practice.

It will be CLIENT responsibility to:

- Ensure all computers are active and functioning with appropriate access to the Internet and TRIRIGA Training environment.
- All active users are set up in TRIRIGA with the appropriate access.

CLIENT will be responsible for providing the list of active IBM TRIRIGA Implementation users to eCIFM including:

- Name
- Role
- Email (optional)

3. Training Courses

The following is a list of the training courses planned.

- **Capital Project**
    - Basic navigation
    - Create templates
    - Create funding source
    - Create Project tasks
    - Create Budget/budget change
    - Create Bid document/award bid
    - Create Standard contract
    - Change orders
    - Invoice
    - Close/terminate/re-active project
- Reporting

For each of the courses, the Users have been grouped according to their respective role and function performed.

NOTE: For End User Training, similar pattern will be followed with an addition of some basic orientation training on system usage and navigation

4.1. Training Courses

Session Name	**Capital Project**
Audience	CLIENT Business Analyst/CLIENT Technical Analyst/CLIENT Project Managers
Level of User*	Power User
Prerequisites	Training Documents ready
Maximum Attendees	10-12
Duration	8 Hours
Objectives	• Basic navigation • Data Setups

	• Portals • Approvals • Generating Reports

The following training program is part of the user training and not part of the super user/power user training covered under the "train the trainer" program

Session Name	**Capital Projects**
Audience	Dallas Project Manager
Level of User*	Casual User/stakeholder
Prerequisites	N/A
Maximum Attendees	10-12
Duration	4 hours
Objectives	• Basic portal navigation • Searching and sorting for data • Approvals • Generating reports • Exporting data • Seeking assistance and support

*Levels of users are defined as follows:

1) *Power Users* – individuals using the system and tools every day.
2) *Casual User* – individuals using the system weekly and/or monthly.
3) *Stakeholder* – individuals providing input to and/or accessing the system ad-hoc that mainly require reporting outputs from the system.

4.2. Training Schedule

Train the trainer training program will take place from DATES and end user training program will happen DATES (Subject to changes in Microsoft Project Schedule).

Classes are most successful with 10-12 participants and one to two instructors. Using these figures and the approximate count of individuals in each role the number of sessions has been estimated.

Session Name	Approximate Count	Approx. Number of Sessions Required	Number of Sessions in Schedule
Capital Projects – UAT training	8-10	1	1
Capital Projects – Train-the-Trainer	10-12	6	3
Capital Projects – end user training	10-12	6	6
Capital Projects – refresher course	TBD	TBD	TBD

4.3. Class Attendance

CLIENT will compile the list of system users that have been identified for training. eCIFM will provide guidance on which classes are recommended for each user. A copy of the list by job role will be provided to the business. This will be done to ensure each person on the list is scheduled for training.

Along with a copy of the employee list will be a description of each course being offered the schedule of when each class is taking place. eCIFM will coordinate with CLIENT to send meeting requests directly to trainees

5. Supplemental Training (if requested)

5.1. Refresher Training

Refresher training is a short course or session which is aimed at the recall and reinforcement of previously acquired knowledge and skills. Specifically it will be a review of the commonly used TRIRIGA functionality for the Capital Projects module.

To be most effective refresher training will be scheduled 4 to 6 weeks after system Go Live. It will be the responsibility of CLIENT to coordinate and facilitate the refresher training. Some considerations include agendas, schedules, booking rooms, providing materials, etc. The assumption is that this training would be classroom based and would not require the users to have access to a computer, or it may be an information Q&A session in the field or shops.

The refresher training should last no more than one hour per session, and are most effective in a 'Lunch and Learn' format.

5.2. Ongoing Training

Employee training is an essential component to a high productivity organization. New employees must be brought up to speed and existing employees need ongoing training to broaden their horizons and grow professionally. It will be the responsibility of the CLIENT to coordinate and facilitate this training.

TRIRIGA training for new employees should be thorough but planned to limit the expense and resources devoted to the training process. It will be important to take the time to familiarize new employees with the TRIRIGA software, company goals and any other factors that will make the employee more productive and comfortable in their new position.

TRIRIGA training for existing employees is an ongoing process. Changes will occur in the organization that may require an employee to learn new skills. Providing ongoing training will help them master these new skills and brush up on the skills that they already have. Similarly, rules/processes around the use of TRIRIGA may adapt over time and the users will need to be training on these changed.

6. Training Materials

All Training materials will be based on the “to be” business process. Training setup and documentation will be tailored to the needs of each user group. All training materials, the soft copies of the process oriented training manuals and the quick reference guides, will be saved to a central location.

6.1. Process Oriented Training Manuals

The training manuals are intended to be booklets of instructions that are designed to improve the quality of the tasks being performed by each of the individual using the system. The manuals will be process-oriented and promote user understanding by following a step-by-step progression. Real world examples will be used to convey training concepts. Each manual will include process and report descriptions, instructions, exercises, and screen shots specific to the defined user roles.

eCIFM will create training manual that will cover the interaction with the following roles:

- Customer / Building Facilities Manager
- Capital Projects Managers
- Facilities Projects Managers

6.2. Revisions to Training Materials

Ongoing updates and maintenance of all training materials will be the responsibility of CLIENT.

Updates to the training materials may be required in the following situations:

- Business process has been modified which is related to the use of TRIRIGA
- TRIRIGA Platform and/or Application upgrades.
- Enhanced Functionality

eCIFM Solutions Inc.

Founded in 2000, eCIFM Solutions Inc. is a gold accredited IBM Premier Business Partner providing Integrated Work Place Management Systems (IWMS) for organizations looking to improve their organization's real estate portfolios, facilities and workplace management. The gold accreditation is IBM's highest ranking for its Business Partners and emphasizes eCIFM's ability to provide advanced deployment professionals for the IBM TRIRIGA software suite.

eCIFM has over 19 years of experience implementing IWMS solutions for various clients in the corporate, and education sectors, as well as federal, state and local government agencies. eCIFM's value added solutions boost organizations' overall operational effectiveness and helps its clients achieve significant return from their investments.

For more information about eCIFM Solutions Inc., visit ecifm.com or call (925) 830-1925.

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Please consider the environment before printing this document

Part E – Signature Forms

AEPA 024-D

CMMS Software (Computerized Maintenance Management System)

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 will allow 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 Bidding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

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

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

Uniform Guidance "EDGAR" Certification Form – *signature required
Bid Affidavit – *signature required
Acceptance of Bid & Contract Award – *signature required

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO**, I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	Yes	SPS
2. Termination for Cause of Convenience	Yes	SPS
3. Equal Employment Opportunity	Yes	SPS
4. Davis-Bacon Act	Yes	SPS
5. Contract Work Hours and Safety Standards Act	Yes	SPS
6. Right to Inventions Made Under a Contract or Agreement	Yes	SPS
7. Clean Air Act and Federal Water Pollution Control Act	Yes	SPS
8. Debarment and Suspension	Yes	SPS
9. Byrd Anti-Lobbying Amendment	Yes	SPS
10. Procurement of Recovered Materials	Yes	SPS
11. Profit as a Separate Element of Price	Yes	SPS
12. General Compliance with Participating Agencies	Yes	SPS
13. Governing Law; Forum Selection.	Yes	SPS

eCIFM Solutions Inc.

Name of Business

Signature of Authorized Representative

Sanjiv Paul Singh, AIA

Printed Name

September 11, 2023

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.

Sanjiv Paul Singh, AIA	3160 Crow Canyon Road, Suite 240
Authorized Representative (Please print or type)	Mailing Address
Chief Operating Officer	San Ramon, California 94583
Title (Please print or type)	City, State, Zip
	September 11, 2023
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Association of Educational PURCHASING AGENCIES

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

PART I: RESPONDENT

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

Business Name	eCIFM Solutions Inc.	**Date**	September 11, 2023
Address	3160 Crow Canyon Road, Suite 240	**City, State Zip**	San Ramon, CA 94583
Contact Person	Sanjiv Paul Singh, AIA	**Title**	Chief Operating Officer
Authorized Signature		**Title**	Chief Operating Officer
Email	sanjiv.singh@ecifm.com	**Phone**	(510) 290 3710

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, 2025, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

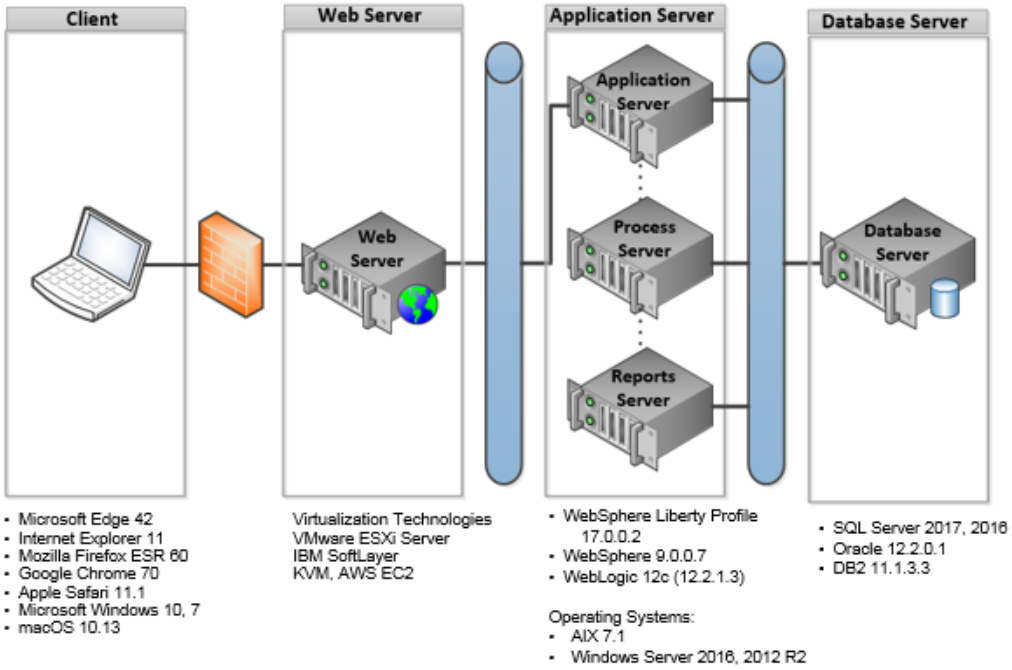
Awarding Agency _____

Authorized Representative _____

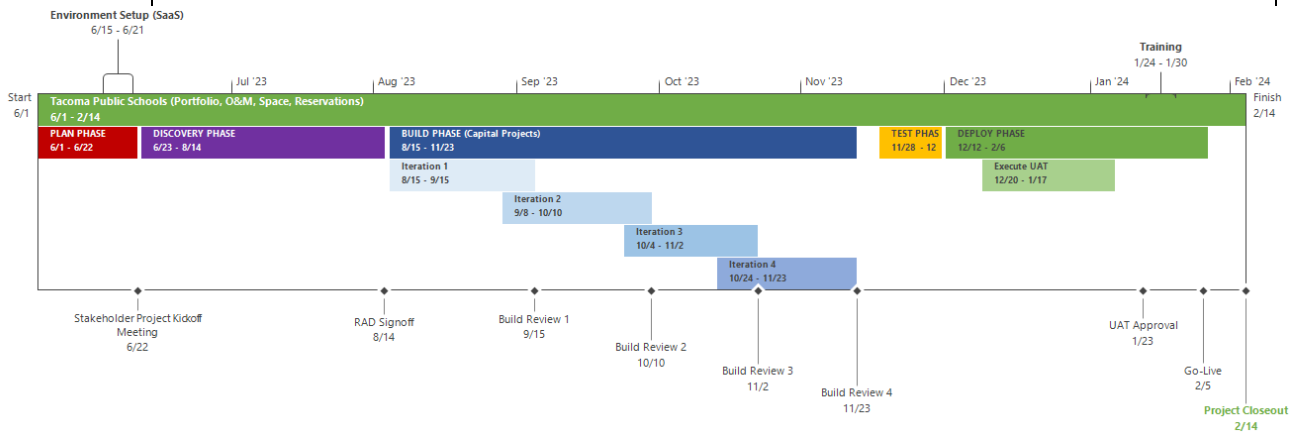
Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2024	**Or**

Part B, 8.1-8.8

Technical Requirements and Documentation

Item	Description
8.1	Indicate if the proposed Facility Management Software utilizes an Application Service Provider (ASP) and/or local server based platform for hosting, administering, and using your product.
	eCIFM provides single tenant SaaS services. All hosting services are provided through dedicated servers through a secure firewall. External public access is limited to a single point of entry, thus adding an additional level of security for clients. Standard PGP encryption is provided: all outbound files are encrypted using a PGP library to protect client data. 
8.2	Provide minimum hardware requirements for the local server and computer workstations required to use your product. Include requirements for both ASP and/or local server scenarios.
	Below is the recommended, however, please see the full list from the Complete IBM TRIRIGA Support and Compatibility Matrix in *Attachment 1 – TRIRIGA Application Platform Compatibility Matrix:* • Two to four dedicated 64-bit processors • 2 – 4 GB RAM per processor • 50 GB or greater disk space for IBM TRIRIGA, Java™, Web Server components and run-time temporary space • Database Server • Four dedicated 64-bit processors at a bare minimum. Eight or more recommended • 4 GB RAM per processor for Oracle, 8-16 recommended. 8 GB per core for DB2 minimum, 16-32 PER CORE recommended. • 100 GB or greater disk space for database and data, very fast architecture such as 16Gbps Fiber Channel or better.

8.3	Provide a listing of server software operating systems your product is compatible with; include minimum version needed to properly run your product.
	See previous response 8.2 as well as Attachment 1 – TRIRIGA Application Platform Compatibility Matrix
8.4	Provide a listing of workstation software operating systems your product is compatible with, include minimum version needed to properly run your product.
	Microsoft Windows 2 GHz CPU: 4 GB RAM, 100 Mbps NIC, 1280 x 1024 resolution
8.5	Provide a listing of application software, including web browsers that are required to operate your program.
	TRIRIGA is accessible through standard web browsers. See *Attachment 1 – TRIRIGA Application Platform Compatibility Matrix*
8.6	Provide an implementation schedule, including tasks, resources, durations and dependencies after award of a contract.
	It's difficult to provide an accurate implementation schedule without having some of the key data, however, we provide below a sample schedule for a typical implementation. For Work Breakdown Structure with details, *see Attachment 2 – Work Breakdown Structure.*



8.7	The technology infrastructure enabling the solution must provide for industry-standard 99.99% uptime. Exceptions to this requirement include downtime during regularly scheduled and maintenance periods. Vendor should also define a communication plan to clarify the timing of maintenance downtime periods so end users and administration have ample time to prepare for the temporary unavailability of the vendor's system.
	eCIFM guarantees 99.8% uptime as a standard. 99.9% would be an additional cost to the client. Critical system events will be communicated immediately through email and phone. Other system events and changes are typically scheduled with the client. Work required outside of a pre-defined maintenance window will be communicated to the client 48 hours prior to being performed. eCIFM fully engages the client prior to any changes are made. We are obligated to notify the client 48 hours before work is performed on the environment outside of a pre-defined maintenance window.
8.8	Indicate additional hardware/software or network configuration requirements that are required to support this system and will contribute to the total cost of ownership. Indicate limitations on number of site requesters that can be added to the system.

	See Attachment 1 – TRIRIGA Application Platform Compatibility Matrix

Attachment 1

TRIRIGA Application Platform Compatibility Matrix

IBM TRIRIGA Application Platform 4.5 Compatibility Matrix

Important

This IBM® TRIRIGA® Application Platform 4.5 Compatibility Matrix was posted on **July 28, 2023** and may have been updated. **The only valid version of this document is currently posted on the Compatibility Matrix for IBM TRIRIGA Products page on IBM Support.** Before using the information provided in this document, make sure that you have the most current version. You can use **My Notifications** on IBM Support to subscribe to "IBM TRIRIGA Application Platform" and receive updates when the Support page is updated.

The IBM TRIRIGA Application Platform Compatibility Matrix provides a list of application servers, database servers, web servers, third-party servers, third-party components and operating systems (collectively "Environments") with which the IBM TRIRIGA Application Platform is currently certified as of the date hereof.

New implementations are advised to install the most current versions of the supported third-party software. If you are on an IBM TRIRIGA Application Platform version where a required third-party product is not currently supported, you will need to upgrade to a more current IBM TRIRIGA Application Platform release in order to be in compliance with the supported Environments.

The IBM TRIRIGA Application Platform Compatibility Matrix will include all previously referenced third-party items that are still supported by the third party, for IBM TRIRIGA Application Platform versions that are still supported. There will be some exceptions, for example, when a new IBM TRIRIGA functionality is dependent on a third-party feature only available in later versions.

This document is not a contract. This document, all information contained herein, and IBM's products and services are subject to change at any time with or without notice in IBM's sole and absolute discretion. Without limiting the foregoing, IBM reserves the right to change its support policies and to certify its IBM TRIRIGA Application Platform on new or different Environments and to de-certify its platform on any Environments. The information contained in this document does not affect or change IBM product specifications or warranties. Nothing in this document shall operate as an express or implied license or indemnity under the intellectual property rights of IBM or third parties. THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED ON AN "AS IS" BASIS. In no event will IBM be liable for damages arising directly or indirectly from any use of the information contained in this document or from any changes to the information contained in this document.

Evolving computer software practices are leading to more agile responsive software management. Continuous delivery of software updates, such as the maintenance with Evergreen browsers such as Chrome and Firefox, may impact existing functionality. In such an event, IBM will review the changes, and fix of these situations may require platform and/or application fix packs to restore functionality.

To promote using current platform releases, adopting a continuous-delivery model, and to easily show customers and IBM TRIRIGA Support that a platform install may be due for an update, the Administrator Console's System Status now displays a warning if the platform build is over six months old. It is very important to keep up to date with platform releases and fix packs for security, stability, performance, and overall improvements.

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To change the time period from six months, you can add the following property to the **TRIRIGAWEB.properties** file: **BUILD_DATE_WARNING=XXX**, where **XXX** is the number of days before the Administrator Console starts to display the warning message. Be aware that there is a risk when you remain on an un-patched platform version as bug fixes and vulnerability fixes are delivered with every fix pack.

See **IBM Support** for a complete list of supported versions of the IBM TRIRIGA Application Platform and IBM TRIRIGA Applications.

IBM TRIRIGA Application Version

Name	Supported Version	Notes
IBM TRIRIGA Applications	11.5, 11.4, 11.3, 11.2, 11.1, 11.0, 10.8.0, 10.7.0, 10.6.1, 10.6.0	Language packs for the following languages are available for IBM TRIRIGA: Arabic, Brazilian Portuguese, British English, Czech, Danish, Dutch, Finnish, French, German, Hebrew, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Simplified Chinese, Spanish, Swedish, Traditional Chinese, and US English. Starting with 11.0 / 4.0, V.R.F refers to the Version, Release, and Fix Pack number of a release. For example, Fix Pack 4.0.1. Prior to 11.0 / 4.0, V.R.M.F referred to the Version, Release, Modification (Mod), and Fix Pack number of a release. For example, Fix Pack 10.6.1.1 or Fix Pack 3.6.1.1.

Database Compatibility

See the **Best Practices for System Performance** for sizing and other recommendations.

IBM TRIRIGA will support future versions of the vendor's database if the vendor does not remove, or explicitly or inadvertently disable, functionality that IBM TRIRIGA products rely on. Although future versions are supported, any issue that is introduced as a result of a database upgrade might require an IBM TRIRIGA Application Platform fix pack or upgrade to be fully supported.

Database Options	Supported Version	Notes
IBM Db2 Standard Edition	11.5	
Oracle (Enterprise & Standard)	19c	
Microsoft SQL Server	2022, 2019	Microsoft SQL Server requires JDBCDriver JTDS 1.3.1.

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Application Server Compatibility

The IBM TRIRIGA Application Platform installer requires a 64-bit Java 8 Virtual Machine in order to launch. In addition, a 64-bit Java 8 JDK that is supported by the Application Server vendor may be required as well. Detailed Java requirements are in the following table.

See the **Best Practices for System Performance** for sizing and other recommendations.

Application Server Options	Supported Version (Certified on Release)	Notes
IBM WebSphere Application Server Liberty Profile	22.0.0.2	IBM SDK Java 1.8_64 or Oracle Java SE 8 Update 291 or higher is required. Future Java updates are supported but might require a platform fix pack upgrade to be fully supported.
IBM WebSphere Application Server, IBM WebSphere Application Server Network Deployment	9.0.5	IBM WebSphere SDK Java Technology Edition 1.8_64 or higher is required. Future Java updates are supported but might require a platform fix pack upgrade to be fully supported. Future fix packs for this version are also supported. Important details about Network Deployment installation are **here**.
Application Server Operating Systems	AIX 7.2 Linux Kernel 3.x to 5.x Windows Server 2022, 2019	IBM TRIRIGA Application Platform is compatible with the operating systems listed to the left and provides installers for each. Only 64-bit operating systems are supported. Future fix packs for these versions are also supported.

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Desktop Client Compatibility

Third-Party Components	Supported Version	Notes
Microsoft Excel Formats	.xls, .xlsx, .xlsm	Excel sheets that are saved in Microsoft Excel formatting are required if you use IBM TRIRIGA Offline forms**.** See the **IBM TRIRIGA Offline** documentation for information on supported formulas.
Microsoft Project	2021, 2019	XML, Extensible Markup Language, is Microsoft's only supported method for interchanging project data with other project management applications.
Microsoft Windows	11, 10	Minimum hardware requirements: 2 GHz CPU, 8 GB RAM, 100 Mbps NIC, 1280x1024 resolution.
macOS	13, 12, 11	Minimum hardware requirements: 2 GHz CPU, 8 GB RAM, 100 Mbps NIC, 1280x1024 resolution. CAD Integrator is not supported on macOS. Additional macOS versions may be supported per Apple policies.
BIRT Report Designer	4.6	Required for BIRT Report development. Requires Java 8.
Microsoft Edge	114	These versions are the minimum versions that are supported for each browser. IBM TRIRIGA Perceptive Applications require the support of modern web specifications to function optimally. Only Evergreen browsers (Chrome, Firefox, Edge, and Safari) are supported when using Perceptive Applications or creating custom views in the IBM TRIRIGA UX Framework.
Mozilla Firefox	113, ESR 102	
Apple Safari	16	
Google Chrome	114	

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IBM TRIRIGA UX Framework & Perceptive Apps

IBM TRIRIGA will support future versions of a vendor's operating system or browser if the vendor does not remove, or explicitly or inadvertently disable, functionality that IBM TRIRIGA products rely on. Although future versions are supported, any issue that is introduced as a result of an operating system or browser upgrade might require an IBM TRIRIGA Application Platform fix pack or upgrade to be fully supported.

<table>
<tr><th>Operating Systems / Browsers</th><th>Minimum Supported Version</th><th>Notes</th></tr>
<tr><td>Apple iOS / iPadOS (Safari, Chrome)</td><td>16</td><td rowspan="5">Additional Apple iOS and macOS versions may be supported per Apple policies.

Applications that are built on the IBM TRIRIGA UX Framework, including IBM TRIRIGA Perceptive Applications, support the minimum versions of the operating systems shown. For desktop support requirements, see the Desktop Client Compatibility section above.

IBM TRIRIGA supports the UX Framework components that TRIRIGA delivers and documents on the UX component documentation page. Code added around components supplied by TRIRIGA, such as HTML, JavaScript, or third-party code, is the responsibility of the developer.

For information about offline support, see UX Offline Mode.

The UX Framework was enhanced to support ReactJS Web Applications.

IBM TRIRIGA UX components are available in Polymer version 3.1.0 and Polymer version 1.6.1. The as-delivered IBM TRIRIGA UX Applications are rendered with Polymer version 3.1.0 and Polymer version 1.6.1. For Polymer version 3.1.0, elements and components from the Polymer Catalog, such as iron and paper, are the most current versions as of February 20, 2019. For Polymer version 1.6.1, elements and components from the Polymer Catalog, such as iron, paper, gold, and platinum, are the most current versions as of October 20, 2016.

Applications that are written on the IBM TRIRIGA UX Framework, including Perceptive Applications, might need to be updated to support the version of Polymer delivered with the IBM TRIRIGA Application Platform.

For information about Microsoft's support for Windows 10, see Windows lifecycle fact sheet.</td></tr>
<tr><td>Google Android (Chrome)</td><td>13, 12, 11, 10</td></tr>
<tr><td>macOS (Safari, Chrome)</td><td>13, 12, 11</td></tr>
<tr><td>Microsoft Windows tablet (Edge, Chrome)</td><td>11, 10</td></tr>
<tr><td>Microsoft Windows laptop/desktop (Edge, Chrome, Firefox)</td><td>11, 10</td></tr>
</table>

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IBM TRIRIGA Advanced Room Search

IBM TRIRIGA Advanced Room Search is an add-in for Microsoft Outlook that replaces the IBM TRIRIGA Workplace Reservation Manager add-in for Microsoft Outlook. The Advanced Room Search add-in uses Microsoft's HTML5 add-in architecture and is delivered by using the TRIRIGA UX Framework. For more information, see **UX Room Search add-in for Outlook**.

Note: To ensure that the Advanced Room Search add-in works correctly on desktop Outlook clients on Windows, you must use the Microsoft WebView2 embedded browsers. For more information, see **Browsers used by Office Add-ins**.

IBM TRIRIGA Advanced Room Search supports user authentication via standard TRIRIGA user name and password and Exchange identity token technology for Single Sign-On (SSO) solutions. It also supports Service Provider (SP) initiated SAML, OAuth, or OpenID Connect (OIDC) SSO. It does not support Identity Provider (IdP) initiated SSO. For more information, see **Requirements for and limitations of SSO requests in the TRIRIGA Application Platform**.

Supported Outlook Version	Supported Version	Notes
Windows: Outlook 2019 1902 Mac: Outlook 2019 16.66 Outlook for Microsoft 365 (continuous delivery)	11.5	IBM TRIRIGA Advanced Room Search functions interface with Microsoft libraries and API's which may be subject to continuous revisions by Microsoft. As a result, Advanced Room Search features may be vulnerable to unforeseen impact introduced by such changes. There is a limitation where the Microsoft JavaScript Library does not support all functions (including those required by Advanced Room Search) when using Outlook for Microsoft 365 with Microsoft Exchange servers on premise. Microsoft has not yet published a roadmap that indicates when or if the library will be fully supported on Outlook for Microsoft 365 on premise.

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IBM TRIRIGA CAD Integrator/Publisher

IBM TRIRIGA CAD Integrator/Publisher for Autodesk AutoCAD supports native, Basic, NTLM, SAML, OAuth, or other Single Sign-On (SSO) technologies for providing user authentication.

IBM TRIRIGA CAD Integrator/Publisher for Bentley MicroStation supports native, Basic, and NTLM technologies for providing user authentication. It does not support such technologies as SAML, OAuth, or other Single Sign-On (SSO) solutions. For more information, see **Requirements for and limitations of SSO requests in the TRIRIGA Application Platform**.

The following Autodesk AutoCAD list reflects Autodesk support policies at the time of publication. If Autodesk withdraws support for an AutoCAD version, TRIRIGA also ceases to support that version.

Product	Supported Version	Notes
IBM TRIRIGA CAD Integrator/Publisher	13.5	Installation requires full administrator access. A 64-bit operating system is required (such as Microsoft Windows 10, 64-bit). IBM SDK Java 1.8_64 or Oracle Java SE 8 Update 291 or higher is required. Future Oracle Java fix packs, but not necessarily updates, are supported but might require a fix pack. IBM TRIRIGA CAD Integrator/Publisher 13.1 for Autodesk AutoCAD requires IBM TRIRIGA Application Platform 4.0. **Note**: IBM TRIRIGA Application Platform 4.0 is still supported and does not require an upgrade to version 4.1.
Autodesk AutoCAD, Autodesk AutoCAD Architecture	2023, 2022, 2021, 2020	16 GB RAM recommended. For large drawings, 32 GB RAM recommended. AutoCAD requires a 64-bit JRE.
Bentley MicroStation	Connect Edition	16 GB RAM recommended. For large drawings, 32 GB RAM recommended. All operating systems require a 64-bit JRE, and Microsoft .Net 4.6.2.

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IBM TRIRIGA Connector for BIM

IBM TRIRIGA Connector for BIM supports native, Basic, and NTLM technologies for providing user authentication. It also supports such technologies as SAML, OAuth, or other Single Sign-On (SSO) solutions. For more information, see **Requirements for and limitations of SSO requests in the TRIRIGA Application Platform**.

The following Autodesk Revit list reflects Autodesk support policies at the time of publication. If Autodesk withdraws support for a Revit version, TRIRIGA also ceases to support that version.

Product	Supported Version	Notes
IBM TRIRIGA Connector for BIM	4.5, 4.4, 4.3, 4.2, 4.1, 4.0, 3.8.0, 3.7.0.1, 3.7.0,	IBM TRIRIGA Connector for BIM requires Java 8 64-bit JRE for installation.
Autodesk Revit	2024	Supported by IBM TRIRIGA Connector for BIM 4.5.
	2023, 2022, 2021, 2020	Supported by IBM TRIRIGA Connector for BIM 4.4 and 4.3.
	2021, 2020, 2019, 2018	Supported by IBM TRIRIGA Connector for BIM 3.8.0 and 3.7.0.1.
	2020, 2019, 2018	Supported by IBM TRIRIGA Connector for BIM 3.7.0.

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IBM TRIRIGA Application Platform Connectors

IBM TRIRIGA supports connections to these third-party systems. For support of the third party itself, contact the vendor directly.

Product	Supported Version	Notes
Esri ArcGIS Server	10.6	
Esri ArcGIS API for JavaScript	4.15	
ENERGY STAR Portfolio Manager	14	The ENERGY STAR Portfolio Manager Web Services API is used for the IBM TRIRIGA Connector for Energy Star Benchmarking. ENERGY STAR Portfolio Manager Web Services release notes can be found at the following link: **Release Notes**
IBM TRIRIGA Custom Class Loader	4.5	Integrations written for IBM TRIRIGA Custom Class Loader must be compatible with the IBM or Oracle Java 8 version that is specifically running on your application server.
IBM TRIRIGA Connector for Business Applications	4.5	Integrations built for IBM TRIRIGA Connector for Business Applications must be compatible with Apache CXF 3.5.2 web service framework. More information about Apache CXF can be found at the following link: **Apache CXF** IBM TRIRIGA Connector for Business Applications documentation can found at the following link: **Integrating data with the TRIRIGA Connector for Business Applications**
Microsoft Exchange	Exchange 365 (online) and hybrid Exchange implementations	

IBM TRIRIGA CMIS

Product	Supported Version	Notes
CMIS	1.1	IBM TRIRIGA can be configured to store documents in Enterprise Content Management (ECM) systems that support the Content Management Interoperability Services (CMIS) ECM gateway Version 1.1 of the CMIS standard, as established by OASIS. These gateways are specific to the vendor of your particular ECM and should be installed accordingly if one does not already exist in your organization.

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Web Server & Third-Party Server Compatibility

IBM TRIRIGA Application Platform supports the connection to these third-party systems. For support of the third party itself, contact the vendor directly. IBM has tested a number of configurations with the web servers listed and has confirmed that they are compatible with TRIRIGA as configured in our lab.

However, configuration of web servers or third-party products is the responsibility of client IT teams. Technologies such as secure protocols (SSL), Single Sign-On (SSO), firewalls, certificates and network configurations can have downstream impact on the TRIRIGA environment when misconfigured. IBM cannot support the configuration of these other technologies and might recommend the engagement of a services team.

Category	Product or Component	Notes
Container Platforms		The legacy installer-based version of TRIRIGA is not available as a containerized application and is not certified as compatible with, or not supported to run on, any container platform. Customers who want a containerized version of TRIRIGA should migrate to the IBM TRIRIGA Application Suite (TAS), which is delivered on the Red Hat OpenShift Container Platform. For more information on migrating to TAS, contact your TRIRIGA sales representative.
Virtualization Technologies	VMware ESXi Server, IBM Cloud Virtual Server, KVM, AWS EC2	The virtualization technologies listed are tested. IBM TRIRIGA might be compatible with other virtualization technologies that are compatible with the supported IBM TRIRIGA Application Platform operating systems. Issues that are found only occurring on virtualization technologies would require support tickets opened with the virtualization support vendor. Whether the database layer is virtualized or runs on bare-metal hardware, dedicated fast storage for the database data files and low-latency, fast connectivity between the application server and database must be employed in order to optimize database performance.
Third-Party Components	OpenText Brava! for IBM Solutions	**Supported Version**: 16.4 Enterprise
	Mail (Incoming and Outgoing)	SMTP is used for outbound email. The incoming mail agent can be configured for use with IMAP, IMAPS, POP3, POP3S.

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Category	Product or Component	Notes
Single Sign-On	HTTP Header, Remote User, User Principal	IBM TRIRIGA is compatible with Single Sign-On (SSO) when SSO has been configured properly. After TRIRIGA properties are enabled for SSO, TRIRIGA authentication trusts tokens that are provided by properly configured application servers with SSO. TRIRIGA Support can assist with configuring TRIRIGA properties for SSO, but due to the number of possible configurations and supported products and technologies, TRIRIGA Support cannot assist in the configuration of SSO with WebSphere Liberty, traditional WebSphere, or other web application servers. For more information, see **Requirements for and limitations of SSO requests in the TRIRIGA Application Platform**. In this document, Single Sign-On (SSO) refers to the ability to have a single set of credentials that use a directory server for multiple applications. By definition, SSO is not the same as Seamless Sign-On, which may not challenge a user for credentials during the access process.

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Attachment 2

Work Breakdown Structure

ID	Task Name	Duration	Start	Finish
1	**Tacoma Public Schools (Portfolio, O&M, Space, Reservations)**	**175 days**	**Thu 6/1/23**	**Wed 2/14/24**
2	**Program Initiation**	0 days	Thu 6/1/23	Thu 6/1/23
3	**Overall Project Management**	**175 days**	**Thu 6/1/23**	**Wed 2/14/24**
4	Integration management	175 days	**Thu 6/1/23**	**Wed 2/14/24**
5	Scope management	175 days	**Thu 6/1/23**	**Wed 2/14/24**
6	Schedule management	175 days	Thu 6/1/23	Wed 2/14/24
7	Quality management	175 days	Thu 6/1/23	Wed 2/14/24
8	Resource management	175 days	Thu 6/1/23	Wed 2/14/24
9	Communication management	175 days	Thu 6/1/23	Wed 2/14/24
10	Risk management	175 days	Thu 6/1/23	Wed 2/14/24
11	Stakeholder management	175 days	Thu 6/1/23	Wed 2/14/24
12	Return pre-discovery questionnaire	1 day?	Tue 6/13/23	Tue 6/13/23
13	**PLAN PHASE**	**16 days**	**Thu 6/1/23**	**Thu 6/22/23**
14	Project Management Kickoff Meeting	1 day	Wed 6/14/23	Wed 6/14/23
15	Deliver Pre-Discovery Questionnaires/Info Requests	1 day	Thu 6/1/23	Thu 6/1/23
16	Environment Setup (SaaS)	5 days	Thu 6/15/23	Wed 6/21/23
17	Project Plan & Kickoff Prep	5 days	Thu 6/15/23	Wed 6/21/23
18	Stakeholder Project Kickoff Meeting	1 day	Thu 6/22/23	Thu 6/22/23
19	**DISCOVERY PHASE**	**36 days**	**Fri 6/23/23**	**Mon 8/14/23**
20	**Conduct Discovery Sessions**	**15.5 days**	**Fri 6/23/23**	**Mon 7/17/23**
21	Core Team Training - eCIFM Methodology	0.5 days	Fri 6/23/23	Fri 6/23/23
22	Portfolio, O&M, Space, Reservations	15 days	Fri 6/23/23	Mon 7/17/23
23	**Develop and Approve RAD**	**20 days**	**Mon 7/17/23**	**Mon 8/14/23**
24	Complete Requirement Analysis Document (RAD)	4 days	Mon 7/17/23	Fri 7/21/23
25	AD review of the RAD	3 days	Fri 7/21/23	Wed 7/26/23
26	Conduct RAD Walk-through w/ Client Core Team	2 days	Wed 7/26/23	Fri 7/28/23
27	RAD Review Feedback	1 day	Fri 7/28/23	Mon 7/31/23
28	RAD Updated	1 day	Fri 7/28/23	Mon 7/31/23
29	Review and Approve RAD	10 days	Mon 7/31/23	Mon 8/14/23
30	*RAD Signoff*	0 days	Mon 8/14/23	Mon 8/14/23
31	**Project Iteration Plan (PIP)**	**3 days**	**Fri 7/28/23**	**Wed 8/2/23**

ID	Task Name	Duration	Start	Finish
36	Build Phase Readiness Review	0.5 days	Mon 8/14/23	Mon 8/14/23
37	**BUILD PHASE (Capital Projects)**	**70.5 days**	**Tue 8/15/23**	**Thu 11/23/23**
38	**Design-Configure-Test-Review Iterations**	**70.5 days**	**Tue 8/15/23**	**Thu 11/23/23**
39	**Iteration 1**	**22.5 days**	**Tue 8/15/23**	**Fri 9/15/23**
40	Design Session (Iteration 1)	3 days	Tue 8/15/23	Fri 8/18/23
41	SpiraTeam Updates, Dev Center Review	2 days	Fri 8/18/23	Tue 8/22/23
42	1st Iteration Planning Session	1 day	Tue 8/15/23	Wed 8/16/23
43	Configuration	12 days	Tue 8/22/23	Fri 9/8/23
44	Unit Test	12 days	Tue 8/22/23	Fri 9/8/23
45	AC/AD Verification	12 days	Tue 8/22/23	Fri 9/8/23
46	Migration to Test environment	2 days	Fri 9/8/23	Tue 9/12/23
47	Internal Test	1 day	Tue 9/12/23	Wed 9/13/23
48	Build Review 1	2 days	Wed 9/13/23	Fri 9/15/23
49	Retrospective	0.5 days	Fri 9/15/23	Fri 9/15/23
50	**Iteration 2**	**22.5 days**	**Fri 9/8/23**	**Tue 10/10/23**
51	Design Session (Iteration 2)	3 days	Fri 9/8/23	Wed 9/13/23
52	SpiraTeam Updates, Dev Center Review	2 days	Wed 9/13/23	Fri 9/15/23
53	1st Iteration Planning Session	1 day	Fri 9/15/23	Mon 9/18/23
54	Configuration	12 days	Mon 9/18/23	Wed 10/4/23
55	Unit Test	12 days	Mon 9/18/23	Wed 10/4/23
56	AC/AD Verification	12 days	Mon 9/18/23	Wed 10/4/23
57	Migration to Test environment	1 day	Wed 10/4/23	Thu 10/5/23
58	Internal Test	1 day	Thu 10/5/23	Fri 10/6/23
59	Build Review 2	2 days	Fri 10/6/23	Tue 10/10/23
60	Retrospective	0.5 days	Tue 10/10/23	Tue 10/10/23
61	**Iteration 3**	**21 days**	**Wed 10/4/23**	**Thu 11/2/23**
62	Design Session (Iteration 3)	3 days	Wed 10/4/23	Mon 10/9/23
63	SpiraTeam Updates, Dev Center Review	1 day	Mon 10/9/23	Tue 10/10/23
64	1st Iteration Planning Session	1 day	Tue 10/10/23	Wed 10/11/23
65	Configuration	12 days	Tue 10/10/23	Thu 10/26/23
66	Unit Test	12 days	Tue 10/10/23	Thu 10/26/23

ID	Task Name	Duration	Start	Finish
67	AC/AD Verification	12 days	Tue 10/10/23	Thu 10/26/23
68	Migration to Test environment	2 days	Thu 10/26/23	Mon 10/30/23
69	Internal Test	1 day	Mon 10/30/23	Tue 10/31/23
70	Build Review 3	2 days	Tue 10/31/23	Thu 11/2/23
71	Retrospective	0 days	Thu 11/2/23	Thu 11/2/23
72	**Iteration 4**	**21.5 days**	**Tue 10/24/23**	**Thu 11/23/23**
73	Design Session (Iteration 4)	3 days	Tue 10/24/23	Fri 10/27/23
74	SpiraTeam Updates, Dev Center Review	1 day	Fri 10/27/23	Mon 10/30/23
75	1st Iteration Planning Session	1 day	Mon 10/30/23	Tue 10/31/23
76	Configuration	12 days	Tue 10/31/23	Thu 11/16/23
77	Unit Test	12 days	Tue 10/31/23	Thu 11/16/23
78	AC/AD Verification	12 days	Tue 10/31/23	Thu 11/16/23
79	Migration to Test environment	2 days	Thu 11/16/23	Mon 11/20/23
80	Internal Test	1 day	Mon 11/20/23	Tue 11/21/23
81	Build Review 4	2 days	Tue 11/21/23	Thu 11/23/23
82	Retrospective	0 days	Thu 11/23/23	Thu 11/23/23
83	**SIT Readiness**	**20.5 days**	**Thu 10/26/23**	**Mon 11/27/23**
84	Draft Cutover Plan	2 days	Thu 10/26/23	Mon 10/30/23
85	Develop SIT test Cases	18 days	Mon 10/30/23	Mon 11/27/23
86	SIT Readiness Review	0.5 days	Mon 11/27/23	Mon 11/27/23
87	**TEST PHASE (SIT)**	**10 days**	**Tue 11/28/23**	**Mon 12/11/23**
88	**Execute eCIFM SIT**	**10 days**	**Tue 11/28/23**	**Mon 12/11/23**
89	eCIFM Execute SIT Plan	7 days	Tue 11/28/23	Wed 12/6/23
90	Resolve Defects and Regression	9 days	Tue 11/28/23	Fri 12/8/23
91	eCFIM SIT Results Review	1 day	Mon 12/11/23	Mon 12/11/23
92	**UAT Preparation**	**63.5 days**	**Wed 10/4/23**	**Thu 1/11/24**
93	Create UAT documentation	1 day	Wed 10/4/23	Thu 10/5/23
94	Finalize UAT Test Plan / Cases	20 days	Thu 12/7/23	Thu 1/11/24
95	Create UAT documentation	2 days	Tue 11/28/23	Wed 11/29/23
96	Cutover Plan Update	1 day	Tue 11/28/23	Tue 11/28/23
97	Develop Training Documentation	10 days	Thu 12/7/23	Wed 12/20/23

ID	Task Name	Duration	Start	Finish
98	**DEPLOY PHASE**	**35 days**	**Tue 12/12/23**	**Tue 2/6/24**
99	**UAT**	**25 days**	**Tue 12/12/23**	**Tue 1/23/24**
100	eCIFM deploy UAT OMP / Load Pilot Data Set	3 days	Tue 12/12/23	Thu 12/14/23
101	Verify environment	2 days	Fri 12/15/23	Mon 12/18/23
102	UAT Readiness Review	0.5 days	Tue 12/19/23	Tue 12/19/23
103	Train UAT Testers	0.5 days	Tue 12/19/23	Tue 12/19/23
104	Execute UAT	15 days	Wed 12/20/23	Wed 1/17/24
105	Resolve Defects	16 days	Wed 12/20/23	Thu 1/18/24
106	Retest Defects	2 days	Fri 1/19/24	Mon 1/22/24
107	UAT Approval	1 day	Tue 1/23/24	Tue 1/23/24
108	**Training**	**5 days**	**Wed 1/24/24**	**Tue 1/30/24**
109	Training	5 days	Wed 1/24/24	Tue 1/30/24
110	**Production Cutover**	**3 days**	**Fri 2/2/24**	**Tue 2/6/24**
111	Production Cutover	2 days	Fri 2/2/24	Mon 2/5/24
112	Go-Live	0 days	Mon 2/5/24	Mon 2/5/24
113	Initiate Maintenance Agreement	1 day	Tue 2/6/24	Tue 2/6/24
114	Project Closeout	1 day	Wed 2/14/24	Wed 2/14/24

Association of Educational Purchasing Agencies

Tabulation Report IFB #024-D - Computerized Maintenance Management System (CMMS Software)
Vendor: Facilico

General Comments:

General Attachments:
Exhibit A – Marketing Plan – Facilio.pdf
Part A - Terms and Conditions - CMMS Issues List - Facilio.pdf
Part B, 8.1-8.8 Technical.xlsx
Part C – State-Specific Forms – Facilio.pdf
Part D - Questionnaire – Facilio.pdf
Part D – Sample copies of reporting capabilities available to the customer.pdf
Part D – Samples of any training services available to customers..pdf
Part E – Signature Forms – Facilio.pdf
Price List andor Catalog – Facilio.xlsx

Part D - Questionnaire

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Part D – Questionnaire – Name of Company***".
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: Facilio Inc.

Company Address: 442, 5th Avenue, #1746

City, State, zip code: New York, NY, 10018

Website: https://facilio.com/

Contact Person: Aditya Balaraman

Title: Solution Engineer

Phone: +919840111733

Email: aditya@facilio.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: _____ **public company** X **privately owned company**

In what year was this business started under its present name? 2017

Under what additional, or, former name(s) has your business operated? Not applicable

---

Is this business a corporation? _____ **No** X **Yes. If yes, complete the following:**

Date of Incorporation: June 20th, 2017

State of Incorporation: Delaware, USA

Name of President: Prabhu Ramachandran

Name(s) of Vice President(s):

Name of Treasurer:

Name of Secretary: Krishnamoorthi Rangasamy

Is this business a partnership? _____ **No** _____ **Yes. If yes, complete the following:**

Date of Partnership:

State Founded:

Type of Partnership, if applicable:

Name(s) of General Partner(s):

Is this business individually owned? _____ **No** _____ **Yes. If yes, complete the following:**

Date of Purchase:

State Founded:

Name of Owner/Operator:

Is this business different from those identified above? _____ **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? X **No** _____ **Yes**

Is this business minority-owned? X **No** _____ **Yes**

Does this business have an Affirmative Action plan/statement? X **No** _____ **Yes**

Business Headquarter Location

Business Address 442 5th Avenue, #1746
City, State, zip code New York, NY 10018
Phone
How long at this address? 1.5 years

Business Branch Location(s)

Branch Address A19&A20, Guindy Industrial Estate
City, State, zip code Chennai, Tamil Nadu, 600032
Branch Address Unit 606, Plot : JLT-PH1-C1A, Fortune Tower, Jumeirah Lakes Towers
City, State, zip code Dubai, Dubai, United Arab Emirates, 337374
Branch Address
City, State, zip code
Branch Address
City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies		Breck Schools	
Higher Education Institutions		Boise State University	Purdue University FW
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits	BetheMatch (NMDP)	Illumination Foundation ICAN	
Private Sector		Limbach Tuten Labs Belmont Park TMG	Sonoma Valley Hospitall HT Lyons Casto Jireh Semiconductor
Total	1	8	5

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies		Breck Schools	
Higher Education Institutions			Purdue University FW
Counties, Cities, Townships, Villages			
States			
Other Public Sector & Non-profits		Illumination Foundation ICAN	
Private Sector		Belmont Park	Sonoma Valley Hospital

		TMG	Casto Jireh Semiconductor
Total		4	4

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Krishnamoorthi R	COO		
Sales Manager	Dan Sugg	VP of Sales		
Marketing Manager	Amar Tejaswi	Head of Demand Gen		
Customer & Support Manager	Aditya Balaraman	Solution Engineer		
Distributors, Dealers, Installers, Sales Reps	N/A			
Consultants & Trainers	TBD			
Technical, Maintenance & Support Services	Mithun Narayanan	Customer Support Head		
Quotes, Invoicing & Payments	Iswarya Ravichandran	Financial Manager		
Warranty & After the Sale	N/A			
Financial Manager	Yeshwanth PS	Director of Finance		

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
3	Minneapolis	Minnesota
1	Miami	Florida
1	Baltimore	Maryland

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.

Facilio's Account Executive will be the primary point of contact between the City and Facilio during contract negotiations and legal agreements. As a result of this, they will have complete knowledge of the structure and fine details of the contract.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. 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 AEPA.

Implementation of the Facilio platform will be handled completely remotely by our in-house onboarding team. This allows us to deploy our solution across a large area without compromising on delivery timeline and quality. Facilio does not utilize third party service providers to deploy our solution.

Products, Services & Solutions

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.

As part of this submission, Facilio is proposing the deployment of our Connected CMMS product, which contains the following modules. All the functionality described in Part B for each of the named modules will be available as part of Facilio's product offering.

Facilio's Connected CMMS includes the following functionality as standard:

1) Administration
2) Work Order Management
3) Asset Management
4) Materials Management
5) Technology Work Management
6) Preventative Maintenance
7) Budget Management
8) Reports Generation
9) Utility Management
10) Wireless/Mobile Management

A more detailed overview of the Facilio platform and its features can be found here: Facilio Product Features Library

A spreadsheet containing Facilio's compliance to each of the individual requirements under the aforementioned modules has been provided along with the proposal submission.

Functionality

Provide a listing of modules for your product and what specifications from Section 5 are included in each.

This has been provided in the form of a spreadsheet along with the proposal submission. Document titled: "AEPA RFP Part B - Technical Requirements - Facilio Compliance"

Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.

Backend security updates occur weekly. Changes to client environments go through a rigorous testing process internally and on client sandbox environments. For major changes, User Acceptance Testing is also conducted by the client's team before the change gets pushed to the production environment.

Describe the reporting capabilities available to the customer. Provide sample copies.

Facilio has in-built reporting and dashboarding capabilities. Users can utilize Facilio's Reports module to build data visualizations across modules using any piece of information that is captured in the CMMS. Bar charts, scatter plots, line charts, pie charts, and many more types of reports can be built in Facilio without needing to write any code, purely through the no-code report builder. These reports can be aggregated into dashboards, exported into a PDF, or emailed to stakeholders directly through Facilio. The fully **customizable dashboards** and widgets are easy to use, with drag-and-drop functionality for quick and easy customization. A variety of pre-built and

user-defined dashboards and widgets can be selected to meet specific requirements. Thanks to **role-based sharing options**, dashboards and widgets can also be easily shared with multiple stakeholders for scoped viewing. Reports can be **scheduled & mailed** on a regular basis, ensuring that the most up-to-date information is always available. Additionally, reports can be **exported** in a variety of formats, including CSV, Excel, XML, and HTML

A list of sample reports can be seen here: Facilio Sample CMMS Reports

Indicate how long 'history' records are maintained for use by the customer.
Historical data is stored in the application for as long as the customer requires before the data is archived. Typically, Facilio archives all data that is more than 5 years old. Archived data can be provided to the customer on request with a turnaround time of 7 days.

Describe the system's security capabilities and the privacy protection available to customers. This should include examples of secure authentication methods used (i.e. Password Authentication protocol, Multi-Factor Authentication, Single Sign-on, etc.).
Facilio is SOC-2 compliant and adheres to the latest regulations and standards in cybersecurity. Our application is deployed in AWS data centers which have 24/7 security and access control. To access the application, all users must have a named license and login with their specific credentials (MFA is supported via Authenticator apps or phone). Facilio supports O-Auth, and password requirements can be configured as per the customer's protocols. Single Sign-on for customer's internal employees can also be setup to provide ease-of-access for customer's users.

Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.
https://facilio.com/

Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to enable customers to move from legacy ticketing systems to the vendor's solution.
Facilio supports data migration for historical data available in legacy systems currently being used by the customer. Depending on the volume of data, Facilio might charge fees for Professional Services, at the rate of $62.5/hr of efforts

Describe your company's warranty policy for your product.
Facilio does not have a warranty policy for the software product

Provide the estimated cost of major upgrades over the past three years.
Customers are not charged for software infrastructure and cybersecurity upgrades. License expansion varies based on customer and use-case.

Provide the estimated hours per year spent performing data administration and backups.
Information can be provided at a later date

Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.
Reports and dashboards in Facilio can be configured to be in-line with FEMA protocols, assuming the underlying data is being captured in the system.

Indicate if cloud computing/Software as a Service (SaaS) is an option with the proposed system.
Facilio's standard deployment is on Amazon Web Services cloud as a SaaS platform. Provided pricing and functionality is for the cloud-hosted solution. On-premise is not recommended unless it is mandatory for the customer as it incurs a significant increase in pricing

Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.
Facilio can support data collection and retention that is in line with FEMA reporting procedures/protocol.

Training, Support, and Additional Services Available

Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.
Remote training sessions will be conducted for all customer users of the main application. Facilio will provide up to 10 hours of training to admins and maintenance users for no additional cost beyond the licensing and one-time implementation fees. Additional training sessions for portal users (requesters, vendors) will be charged at the rate of $62.5/hour

List any additional training services and costs available to customers.
Additional remote training sessions beyond the included 10 hours can be provided on request by the customer. Training for requester users and vendor users can also be provided at an additional cost of $62.5/hour.

List any available update and support contracts, including policy and frequency, for your program.
Facilio's standard Support and Governance policy can be found here: Facilio Support and Governance

Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.
Facilio does not have a return policy for our software solution.

Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.
Facilio can work with AEPA to conduct targeted outreach to all the participating organizations to explore their immediate needs for a CMMS solution and any goals they want to achieve by adopting one. Facilio can conduct this activity independently if provided the necessary contact information or can collaborate with AEPA in initiating conversations. Once an active opportunity is identified, Facilio can work directly with the customer and proceed with the engagement as per their procurement protocols.

Include information on any additional services you will provide through this contract if awarded.
Assist with data standardization across space data, asset, equipment, inventory, maintenance schedules with simple templates that can be bulk imported to Facilio during implementation.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.
Facilio handles all software implementation completely remotely. Our implementation team will be able to manage all aspects of the solution delivery – from requirements gathering, workshop sessions, configuration, testing, training, and deployment – completely remotely. This allows us to easily distribute our software in any geographical area without the need for local or on-site teams. The Facilio platform has been remotely deployed in USA, UK, Europe, Middle East, Africa, Asia, and Australia, speaking to our experience and success in delivering our product in any area.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Professional Services (implementation, training, support, development)	Chennai	Tamil Nadu, India

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Facilio does utilize subcontractors, distributors, installers, or other independent services for any aspect of solution development, testing, or deployment. All professional services provided by Facilio to customers will be handled completely in-house

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 state(s) wherein they are eligible to provide services on behalf of the business.

See previous response regarding Facilio's subcontractor policy

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.

Not applicable, Facilio can conduct regular business with organizations of all sizes.

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.

Not applicable

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.

Not applicable

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Amar Tejaswi	Head of Demand Gen		

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.
Facilio participated in the Higher Education Facilities forum in November 2022, where one of our co-founders led a discussion on the future of smart buildings technology. Facilio will be attending the same event from November 12th-14th of 2023.

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.
Description provided in response to the Cooperative Marketing question below.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

Click or tap here to enter text.

Environmental Initiatives

Describe how your products and/or services support environmental goals.
Facilio's Connected Buildings product is a robust sustainability management platform, with the ability to deliver high-value use-cases such as utility analysis, asset health monitoring, fault detection and diagnostics, energy consumption tracking, energy optimization, and many more. Through the use of our platform, clients across the globe are reducing their energy consumption, carbon emissions, and are achieving their sustainability goals using real-time data and insights across their entire portfolio.

Indicate if your company has any products in your offering that have any third-party environmental certifications.
None that we are aware of

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).
Facilio is committed to empowering our employees and customers to adopt a more sustainable lifestyle to reduce carbon footprint. Internally, this is accomplished via flexible work policies, carpools, and incentives to use public transportation. With our sustainability management platform, we are enabling customers to reduce energy consumption (in some cases by 20%).

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.
Facilio's Connected Buildings product, which makes up close to 50% of our product suite, provides tremendous capabilities around energy management and saving. Facilio is looking to grow our customer base with outbound campaigns and marketing activities to bring more customers into our pipeline who are looking to save energy. We have an established customer base in the UK due to the high energy costs, and we believe that we will see similar growth in North America over the next few years.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.
Facilio's Connected Buildings platform which includes: - Utility Analytics - Portfolio energy benchmarking - Demand prediction - Fault Detection & Diagnostics - Condition-based optimization - Advanced Supervisory control

If applicable, describe your company's ability to integrate into other ecommerce sites: 1. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). 2. Provide detail on where your company has integrated with a pubic 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.
1) Facilio does not process payments in the CMMS. PR/POs that are generated in other systems can be ingested into Facilio via XML, file transfer, or automatically via API integration. 2) Here are some descriptions of ERP/Accounting integrations that the Facilio team has done for other clients. 1.Xero - Streamlines vendor and client contact management. Syncing vendor and client contacts with Xero ensures up-to-date information and eliminates manual data entry, saving time and reducing errors. Create and update invoices in Xero directly from Facilio, maintaining accurate financial records and improving efficiency. Track invoice payments within Facilio, automatically updating work orders based on the paid status in Xero, enabling proactive management of service delivery. 2.Salesforce - This integration enhances the overall workflow and collaboration between Salesforce and Facilio, allowing organizations to leverage the strengths of both platforms to optimize their work order management processes & tenancy contracts/payments. 3.Oracle - Integration with Oracle involves creation of Material Requests for work orders from Facilio and in turn creation of LPOs in oracle and sync back the same in Facilio enabling seamless processes for maintenance.

Disclosures

Legal: Does this business have actions currently filed against it? X **No** _____ _____ **Yes**

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.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1.				
2.				
3.				
4.				
5.				

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes		X	
Colorado	Yes		X	
Connecticut	Yes		X	
Florida	Yes		X	
Georgia	Yes		X	
Illinois	Yes		X	
Indiana	Yes		X	
Iowa	Yes		X	
Kansas	Yes		X	
Kentucky	Yes		X	
Massachusetts	Yes		X	
Michigan	No		X	
Minnesota	Yes		X	X
Missouri	Yes		X	

Montana	Yes		X	
Nebraska	Yes		X	
New Jersey	Yes		X	
New Mexico	Yes		X	
North Dakota	Yes		X	
Ohio	Yes		X	
Oregon	Yes		X	
Pennsylvania	Yes		X	
South Carolina	Yes		X	
Texas	Yes		X	
Virginia	Undecided		X	
Washington	Yes		X	X
West Virginia	Undecided		X	
Wisconsin	Yes		X	X
Wyoming	Yes		X	

e-Commerce: Does this business have an e-commerce website? X **No** _____ **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** X **Yes**

Does this business have a toll-free customers support phone option? _____ **No** X **Yes**

Does this business offer local customer and support service options? X **No** _____ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Facilio's software implementation for our Connected CMMS product has a normal delivery timeline of approximately 90 business days depending on the complexity of the implementation. Facilio does not provide options for expediting delivery as we follow a standard implementation process.

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?
Facilio does not have a backorder policy. When we sign a contract with the customer, it is a commitment from our team to begin the implementation as soon as the customer is ready and without delay.

Describe your company's payment terms as well as any quick pay discounts.
Facilio's standard payment terms are for payment to be received within 30 days of invoicing. Annual subscription fees are due at the subscription start date each year and one-time fees for implementation are split into 2 installments - 50% at the beginning of the project and 50% upon go-live.

State your company's return policy and any applicable restocking fees.
Facilio enters into non-breakable contracts with customers. Which means that customers must pay for the entire contract duration even in the case of early termination. Facilio does not have a return policy for our software solution.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
Click or tap here to enter text.

Pricing

Is your pricing methodology guaranteed for the term of the contract?	_____	**No**	X	**Yes**
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____	**No**	X	**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	_____	**No**	X	**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?	_____	**No**	X	**Yes**

Competitiveness: 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.

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?	_____	**No**	X	**Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?	_____	**No**	X	**Yes**

If YES, identify which cooperative and the respective expiration date(s).
Click or tap here to enter text.

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)?
Click or tap here to enter text.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.

X	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Click or tap here to enter text.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
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 working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: 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.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
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.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.		
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

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 to local, state or federal laws cannot be accepted under this solicitation.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception
		Termination for Convenience	Facilio's contracts are non-breakable for the term of the agreement.
		Liability for damages	Facilio cannot be held liable damages that are not caused by the product we deliver.

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 deviations. *(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. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	**Specification (describe)**	**Details of Deviation**

Part E – Signature Forms

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

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 will allow 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 Bidding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

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

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

Uniform Guidance "EDGAR" Certification Form – *signature required
Bid Affidavit – *signature required
Acceptance of Bid & Contract Award – *signature required

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	YES	DS
2. Termination for Cause of Convenience	NO (See Attached Issue Doc)	DS
3. Equal Employment Opportunity	YES	DS
4. Davis-Bacon Act	YES	DS
5. Contract Work Hours and Safety Standards Act	YES	DS
6. Right to Inventions Made Under a Contract or Agreement	YES	DS
7. Clean Air Act and Federal Water Pollution Control Act	YES	DS
8. Debarment and Suspension	YES	DS
9. Byrd Anti-Lobbying Amendment	YES	DS
10. Procurement of Recovered Materials	YES	DS
11. Profit as a Separate Element of Price	YES	DS
12. General Compliance with Participating Agencies	YES	DS
13. Governing Law; Forum Selection.	YES	DS

Facilio

Name of Business

Dan Sugg

Signature of Authorized Representative

Dan Sugg

Printed Name

9/11/2023

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.

Dan Sugg	442 5th Avenue #1746
Authorized Representative (Please print or type)	Mailing Address
VP of Sales	New York, NY 10018
Title (Please print or type)	City, State, Zip
Dan Sugg	9/11/2023
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Association of Educational PURCHASING AGENCIES

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

PART I: RESPONDENT

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

Business Name	Facilio	**Date**	9/11/2023
Address	442 5th Avenue #1746	**City, State Zip**	New York, NY 10018
Contact Person	Aditya Balarman	**Title**	Solution Engineer
Authorized Signature	Dan Sugg	**Title**	VP of Sales
Email	Dan@facilio.com	**Phone**	410.916.2685

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, 2025, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2024	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – *Name of Responding Company*	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – *Name of Responding Company* Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – *Name of Responding Company* Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – *Name of Responding Company*	Excel Workbook	**Required.**
	Price List and/or Catalog – *Name of Responding Company*	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – *Name of Responding Company*	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created
	Part B, 8.1-8.8 Technical Requirements and Documentation	Single, Scanned PDF	**Optional.** Vendors strongly encouraged to provide complete and accurate information.
	Part D – Sample copies of reporting capabilities available to the customer.	Scanned PDF	**Required.**
	Part D – Samples of any training services available to customers.	Scanned PDF	**Required.**

Part C – AEPA Member Agency (State) Terms and Conditions
AEPA Solicitation #024-D

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1. AEPA Member Agency Terms and Conditions

A solicitation is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State-Specific Terms and Conditions differ from the AEPA General Terms and Conditions, the Member Agency/State-Specific Terms and Conditions will prevail in that Member Agency/State.*

2. Common Terms and Conditions

Active Promotion of Contract: Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

Sales to Participating Entities: AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners shall comply with all applicable Federal, State, and Local Laws, Codes, and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency quarterly. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements are listed here for the convenience of the Bidders.

3. State Specific Terms and Conditions

1. California, Monterey County Office of Education (MCOE) – for the Programs CalSave and CalBuy

1. Governing Law and Venue

The laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2. Authority

For California, the IFB is issued under the authority of the elected Monterey County Superintendent of Schools administering MCOE located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this Contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3. CalSave, Administration, and Agent

Contracts awarded and Awarded Vendors will automatically be part of the CalSave program (or the alternatively named CalBuy program). CalSave is the cooperative purchasing program founded by MCOE and administered by the Epylon Corporation under an agreement with MCOE. MCOE is the lead agency for all contracts, and MCOE is the authority for the solicitation, evaluation, and award of all contracts. Epylon serves as MCOE's agent, but only MCOE has the authority to award contracts. Correspondence and communication related to the Contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the Contract. If Agent or Agent's personnel change, Awarded Vendors will be notified with new instructions.

4. Transaction Fees

Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program. Awarded Vendors shall be required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid through MCOE 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 buyers themselves. 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.

The CalSave Administrator, Epylon Corporation, will collect the Transaction Fee on behalf of the CalSave program. The Awarded Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5. Non-Conforming Jurisdictions

The Transaction Fee shall not be authorized to be charged to Awarded Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses, and goods sold under this Contract in such jurisdictions shall be the same as for all school districts in all other counties of California. However, any LEA using this Contract where Section 4 fees are not permitted will pay a 2 percent fee for use of the Contract, imposed by MCOE on the authority of Public Contract Code §20118 and §20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under Contract.

6. Reports

The Awarded Vendor will compile a quarterly report listing each purchase made by participating agencies under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the email address of 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:

- Date of Order
- Name of Participating Agency or other Agency (LEA)
- Description of Item and Services Purchased
- Manufacturer's SKU Number
- Quantity or Job Order Units
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7. Length of Term

The term of the agreement shall commence on the date of the award and continue until the end date as stipulated in General Terms and

Conditions unless otherwise terminated, canceled, or extended. California statutory term limits and extensions shall apply. By mutual written agreement as warranted, the Contract may be extended month by month for up to six months, if allowed by law.

8. Marketing and Advertising Under This Agreement

Awarded Vendor will actively promote the use of this Contract by LEAs in California. Awarded Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSave Administrator, Awarded Vendor also agrees to perform the following:

- Include the approved CalSave logo and web address in all print, electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- Provide CalSave with a copy or proof sheet of the advertisement or promotion material. Awarded Vendor will provide CalSave with date of release and name of publication, journal, etc.
- Place a CalSave Vendor sign on booths, tables, etc. of any or all exhibits for which the Awarded Vendor displays/participates at California tradeshows, conventions, and the like.
- Insert the approved CalSave logo and web address on any Awarded Vendor's web site promoting the Contract or a specific CalSave landing page and providing a link to the CalSave website.
- Awarded Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSave for inclusion on the CalSave website.
- Awarded Vendor agrees to cooperate in developing appropriate website content to promote its products, services, and their advantages to school districts.
- Requested materials will be submitted to CalSave within thirty days.

9. Conformance to Public Contract Code §20111

An award by MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650 or other California code sections as may be allowed by law. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

10. Conformance to Public Contract Code §20118 and §20652

All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts, and JPAs serving education, pursuant to Public Contract Code §20118 and §20652. Using these statutes, the MCOE hereby declares its intent and authorization to make all contracts awarded under this Contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the Awarded Vendors. Any legislative changes to Public Contract Codes §20118 and §20652 during the term of the Contract(s) with Awarded Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

11. Piggyback and Standard School Supply & Equipment Authority

MCOE declares that items, materials, personal property, equipment and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to support the CalSave program for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code §20118 and §20652, but also in accordance with Education Code §38110 and §38112 dealing with cooperatives and Standard School Supplies & Equipment.

12. Intended for Personal Property

An award by the MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code §22002, an LEA may be required to conduct a separate bid for labor and services but may use this Contract for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project.

13. Public Works Limitations

When Public Works services cost $15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this Contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid Contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code §22030, Education Code §17406 or Government Code §1466. LEAs may consult with their own legal counsel to see if such statutes apply to their Public Works projects.

14. Job Order and Unit Price Contracting

Notwithstanding, Sections I.9 through I.13, the Awarded Vendors and any authorized resellers or subcontractors, may extend bid pricing from AEPA IFB 124 to other agencies in California, including school districts, community colleges, state colleges, cities, and counties to the extent allowed by law under job-order-contracting statutes, including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710. Agency allows any school district, college, or agency to use this Contract

and its competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, a participating agency is obliged to conform to contracting steps spelled out in their respective code sections, state college trustee policies, or local board policies.

15. Start Date

Once the award is made to the Awarded Vendor and signatures have been placed on the Contract from both parties, the Awarded Vendor is authorized to begin selling to eligible agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

16. Prices and Requests for Quotes

The Awarded Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce. (The 2 percent Transaction Fee on all sales is a cost of doing business to the Awarded Vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.)

17. Submission of Orders and Delivery

After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a Separate Contract with the Awarded Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to Awarded Vendor.

LEAs will fax or mail purchase orders directly to the CalSave office fax at (866) 488-3729, unless other arrangements have been made and agreed to by the CalSave Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate Awarded Vendor on the same day received unless unusual circumstances occur. It is the responsibility of the Awarded Vendor to track any purchase order received directly from an LEA and to include that order on quarterly reports.

Awarded Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

18. Other Agencies' Right to Purchase

CalSave is a self-supporting contracting program led by MCOE. Contracts are made available to all California public school districts, private and nonpublic schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following Terms and Conditions, MCOE consents to LEAs purchasing items at the same unit price(s) or pricing formula under the Terms and Conditions of this Contract, as may be authorized by §20118 and §20652 of the Public Contract Code or other legal authority:

a) Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the Awarded Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph *A* and paragraphs *B* through *I* below.

b) After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a Separate Contract or purchase order ("Separate Contract") with the Awarded Vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Vendor comply with the provisions set forth in the paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract but will be considered a third-party beneficiary of such Separate Contract.

c) The Awarded Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancelation of the Contract. The Awarded Vendor also understands and agrees that if the Contract is canceled for this or any other reason, MCOE may give notice of such cancelation by any other means appropriate to inform LEAs of that cancelation.

d) The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the Awarded Vendor.

e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code §17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The Awarded Vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

g) Both the Awarded Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Awarded Vendor and any LEA considering such use consult with their own legal counsels before doing so.

h) Both the Awarded Vendor and any LEA using this Contract agree to defend, indemnify and hold MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees, and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

i) MCOE reserves the right to cancel the whole or any part of this Contract due to failure by the contractor to carry out any obligation, term or condition of the Contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:

a) The Vendor fails to adequately perform the services set forth in the Contract

b) The Vendor fails to make progress in the performance of the Contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the Contract

c) The contractor fails to observe any of the Terms and Conditions of the Contract

d) The contractor fails to pay Transaction Fees

e) The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the Contract is to be terminated:

- Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel the Contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue a letter to cancel the Contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE. Failure on the part of the contractor to address adequately all issues of concern may result in Contract cancelation.

19. Conversion to a California Multiple Awards Schedule (CMAS) Contract

Because of its multiple-award provisions, this Contract may qualify for adoption as a California Multiple-Award Schedule contract. If the Awarded Vendor uses this MCOE Contract for the purpose of obtaining a separate CMAS contract from the State of California, the Vendor is responsible for paying and agrees to pay both the CMAS fee and the 2 percent Transaction Fee described in Section I.4 for all orders submitted under the authority of the CMAS program based on this contract. If an Authorized Reseller uses this Contract to apply for a CMAS contract, the Authorized Reseller must enter into a written agreement with Awarded Vendor and MCOE agreeing to be responsible for paying the CMAS Fee and the 2 percent Transaction Fee, unless in that same written agreement Awarded Vendor agrees to pay such fees. In exchange for this fee, the Vendor (or if applicable, the Designated Reseller) is given a license to use and duplicate MCOE/AEPA Terms and Conditions for the purpose of applying for a CMAS contract. Also, CalSave or CalBuy will post pricing allowing prospective buyers to check for pricing that is compliant with the MCOE Contract and CMAS requirements. Vendor (or Authorized Reseller) must comply with MCOE's quarterly reporting requirements. Any report to the Department of General Services for CMAS-authorized purchases must simultaneously be reported to CalSave.

20. Other Agencies, Constitutionally Independent Agencies, & Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the Contract as allowed by California Government Code §6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

Advertising: CBA will require a marketing flier, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flier and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flier will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

B. ***Procedure for Processing Orders:*** Once the award is made to the vendor.

- CBA will inform its members of the contract by:
  - ***i.*** Including the contract in the agency database that is available on the CBA website
  - ***ii.*** Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
  - ***iii.*** Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provide services.

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual or physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

An Act Concerning Student Data Privacy
Contractor shall comply in all material respects with the provisions of Public Act 16-189, as amended (the "Act"), applicable to it. In connection therewith, the Contractor shall not use any so-called "student information" as defined in the Act and provided to it by or on behalf of CREC ("Student Information") for any purpose other than in connection with the performance of its obligations under this Agreement. The Contractor shall take commercially reasonable actions designed to ensure the security and confidentiality of all Student Information in its possession. The Contractor shall provide written notice to CREC within fourteen (14) days of Contractor's becoming aware of any unauthorized release, disclosure, or acquisition of Student Information in the possession of the Contractor. The Contractor and CREC shall each comply in all material respects with the requirements of the federal Family Educational Rights and Privacy Act of 1974, as amended ("FERPA").

Conflict of Interest
The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant.

Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

Financing Arrangements - ***Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.***

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects

fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

A. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR NON-CONSTRUCTION PRODUCTS AND SERVICES

None

B. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR CONSTRUCTION PRODUCTS AND SERVICES

CT Commission on Human Rights and Opportunities

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

C. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, independent schools, colleges or universities, libraries, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has not signed a contract with.

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. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium/Florida Buy Purchasing Program

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium Florida Buy, one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.

PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

No right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/Contractor 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. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.

The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided 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. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC Florida Buy will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.floridabuy.org
2. Announcing the award in its PAEC Florida Buy website
3. Announcing the award via electronic mail to all members

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.floridabuy.org. At this point, the Vendor may contact the members and the members may contact the Vendor. The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. A final copy of the customer purchase order or sales summary must be sent to PAEC Florida Buy by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC Florida Buy does not warehouse items. All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendor will produce and provide to PAEC Florida Buy quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. 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

Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Florida Buy. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen-member consortium that includes a voluntary purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

5. Georgia, Cooperative Purchasing Agency (CPA)

1. **General Overview**
   a. Cooperative Purchasing Agency is now the AEPA representative for the state of Georgia. In Georgia we advertise our bids on the state procurement registry website:http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments
   b. In 1971 several small school systems in North Georgia decided to work together & form **Cooperative Purchasing Agency (CPA)**, a non-profit organization built by & for the school systems to combine their purchasing power. As a division of North Georgia, Northeast Georgia, & Pioneer RESA; Pioneer RESA serves as our fiscal agent and as such we currently show up on the Georgia Procurement Registry as Pioneer RESA. CPA serves as a purchasing agent for classroom & office supplies for its 35-member school systems plus neighboring ones who choose to take advantage of cooperative buying. CPA also serves as a recipient agency for USDA commodities that member systems receive through the USDA school lunch program. In addition to items included in our catalog & website, CPA has access to brands, custom items, & entire product categories that meet systems' office & classroom needs – including furniture options (indoor & outdoor), playground equipment, shelving installations, print supplies, & more.
2. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
   a. Georgia requires all local school boards to post any bids requiring capital improvements / public works construction over $100,000.00 to be posted on the Georgia procurement website, regardless of who they are purchasing through.
3. **Local Government Provisions - Provisions Applicable to Counties, Municipal Corporations, And Other Governmental Entities**

   § 36-91-20. Written contract required; advertising; competitive sealed bidding; timing of addendums; prequalification
   a. All public works construction contracts subject to this chapter entered into by a governmental entity with private persons or entities shall be in writing and on file and available for public inspection at a place designated by such governmental entity. Municipalities and consolidated governments shall execute and enter into contracts in the manner provided in applicable local legislation or by ordinance.
   b. Prior to entering into a public works construction contract other than those exempted by Code Section 36-91-22, a governmental entity shall publicly advertise the contract opportunity. Such notice shall be posted conspicuously in the governing authority's office and shall be advertised in the legal organ of the county or by electronic means on an Internet website of the governmental entity or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by Code Section 50-5-69.
      i. Contract opportunities that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement.
      ii. Contract opportunities that are advertised solely on the Internet shall be posted continuously for at least four weeks prior to the opening of sealed bids or proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award or bid or proposal opening to be delayed.
      iii. Contract opportunities that will be awarded by competitive sealed bids shall have plans and specifications available on the first day of the advertisement and shall be open to inspection by the public. The plans and specifications shall indicate if the project will be awarded by base bid or base bid plus selected alternates and:
         1. A statement listing whether all anticipated federal, state, or local permits required for the project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained; and
         2. A statement listing whether all anticipated rights of way and easements required for the project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained.
      iv. Contract opportunities that will be awarded by competitive sealed proposals shall be publicly advertised with a request for proposals which request shall include conceptual program information in the request for proposals describing the requested services in a level of detail appropriate to the project delivery method selected for the project.
      v. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done.
      vi. All required notices of advertisement shall also advise of any mandatory prequalification requirements or pre-bid conferences as well as any federal requirements pursuant to subsection (d) of Code Section 36-91-22. Any advertisement which provides notice of a mandatory prebid conference or prequalification shall provide reasonable advance notice of said conference or for the submittal of such prequalification information.
   c. Governmental entities are authorized to utilize any construction delivery method, provided that all public works construction contracts subject to the requirements of this chapter that:
      i. Place the bidder or offeror at risk for construction; and
      ii. Require labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals. Governmental entities shall have the authority to reject all bids or

proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72-hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.

e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.

f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:

    i. Criteria for prequalification must be reasonably related to the project or the quality of work;
    ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
    iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
    iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror cannot be later disqualified without cause. History Code 1981, § 36-91-20, enacted by Ga. L. 2000, p. 498, § 1; Ga. L. 2001, p. 820, § 12; Ga. L. 2007, p. 640, §

6. Illinois

The following State Specific Terms and Conditions shall apply to all contracts involving public schools and/or other educational entities operating in Illinois, (hereinafter "Illinois Customers") and shall prevail over any General Terms and Conditions if/when they differ.

Illinois Law to Govern.

The Agreement, as modified by these Illinois Terms & Conditions, is (and shall be) governed by, construed under, subject to compliance with, and interpreted in accordance with, the laws and regulations of the State of Illinois, expressly including, (but not limited to): the Illinois School Code, 105 ILCS 5/1-1 *et seq*.; its procurement and bidding standards and prerequisites delineated at 105 ILCS 5/10-20.21; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*; the Illinois Criminal Code, 720 ILCS 5/1-1 *et seq.*; its prohibitions against interference with public contracting delineated at 720 ILCS 5/33E-1, *et seq.*; the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/1 *et seq.*; the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.,;* the Illinois Business Enterprises for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/2-105 *et seq.;* and policies of the Illinois Customer relating to the subject matter of the Agreement with Contractor.

When Contractor and/or its agents will be on an Illinois Customer's premises (whether for delivery, installation, the provision of contractual services, or otherwise), Contractor shall also comply in all respects with: all background check requirements set forth at 105 ILCS 5/10-21.9; the Illinois Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.,* and the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Any contractual payment requested of an Illinois Customer shall be invoiced, processed, and remitted to a Contractor in accordance with the requirements and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

This Agreement shall be construed and incorporated in accordance with the laws of the State of Illinois, regardless of any choice of law provision that might otherwise authorize construction of its terms in accordance with the law(s) of another state, states, or federal law.

By entering into this Agreement with an Illinois Customer, the Contractor's signature on the executed contract shall serve as Contractor's certification of Contractor's compliance with the foregoing laws and all requirements thereunder.

Entire Agreement and Construction

The Agreement, as modified by these Illinois Terms & Conditions, represents the entire agreement between Contractor and the Illinois Customer, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Illinois Customer and Contractor. In the event of a conflict between the Agreement, as modified by these Illinois Terms & Conditions, and a proposal from Contractor, the terms of this modified Agreement will take precedence.

Each party has reviewed and approved the Agreement, and no rule of construction that resolves ambiguities against the drafting party will be employed in the interpretation of this Agreement.

Dispute Resolution.

Any dispute arising in any manner hereunder shall be subject to resolution by litigation, unless all involved parties consent to an alternative means of dispute resolution. Venue for any legal action brought hereunder shall be the Illinois state circuit court of the county in which the Illinois Customer's administrative office is located or (if different and only if the Illinois Customer so elects) the Illinois state circuit court of the county where the Project is performed. Any provision of the General Terms purporting to change, limit, restrict, or shorten any Illinois period of repose and/or the duration of any applicable Illinois stature of limitation shall be of no force or effect against an Illinois Customer, it being understood by the parties that the Illinois periods of repose and statutes of limitation applicable to the subject matter hereof shall govern actions relating to this Agreement. No provision from the General Conditions shall limit, restrict, or shorten the duration of any period of repose or statute of limitation applicable under Illinois law.

Termination of the Agreement.

The Illinois Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon providing written notice to Contractor. If this Agreement is terminated by the Illinois Contractor for cause, the Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in replacing the goods under contract and/or completing the contractual work, and for any additional or other damages the Illinois Customer suffers. In the event this Agreement is terminated by the Illinois Customer solely for the Illinois Customer's convenience, Contractor shall be compensated for items properly provided and/or work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Illinois Customer. The Illinois Customer shall have no liability to Contractor beyond the date of termination. In no event shall Contractor be compensated for anticipated profit or lost opportunity.

Insurance and Indemnification Provisions.
Contractor hereby agrees to indemnify and hold the Illinois Customer, its board members, officers, agents, employees, administrators, attorneys, and any other parties designated by the Illinois Customer (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including (but not limited to) all attorneys fees and defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, negligence, willful and/or wanton behavior, and/or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmens compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to the Illinois Customer, the insurance coverages set forth in the General Conditions. In each such instance, Contractor shall, by endorsement, name the Illinois Customer as an additional insured and shall provide copies of said policies and endorsements to the Illinois Customer prior to commencement under this Agreement.

Funding Contingencies for Multi-Year Projects.
All contracts with Illinois Customers that call for performance, or otherwise extend, beyond the Illinois Customers' current fiscal year, are, and shall be, expressly contingent upon annual appropriations. In the event an Illinois Customer's entry into an Agreement with Contractor constitutes a lease purchase (whether for financing purposes or otherwise), that Agreement shall be subject to the provisions of 105 ILCS 5/10-22.25a in addition to all other terms set forth in this Agreement.

Warranties and Claims.
No provision(s) set forth in the General Conditions shall serve to limit the Contractor's liability with respect to damages of any sort (whether actual, incidental, consequential, or otherwise) suffered by an Illinois Customer, nor will any disclaimer of warranties be effective against an Illinois Customer.

Attorney Fee Provisions.
No provision providing for the payment of prevailing party costs and expenses (including legal fees) resulting from litigation or other method of dispute resolution shall be applicable to Illinois Customers.

Automatic Renewals.
No provision calling for automatic renewals or "evergreen" renewals, (wherein the term of the agreement automatically renews for a period beyond the initial term unless a party provides affirmative advance notice of termination to the other party) shall be effective in an Agreement with an Illinois Customer, it being the parties' understanding, instead, that the contractual arrangements with Illinois Customers will terminate upon completion of the initial term or satisfaction of the original scope, unless the parties subsequently and affirmatively agree to supplemental renewal provisions.

Successors and Assigns; No Subcontracting.
Contractor shall not assign any rights under, or interest in, this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Illinois Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions
Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

B. Procedure for Processing Orders
Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa. The Wilson Education Service Center utilizes an e-procurement facilitation system as the primary mechanism for ordering and the primary method of marketing. Vendors are required to use the IAESC Procurement System and GovPro systems upon award. A 2.25% administrative fee will be assessed on gross monthly sales for IAESC Procurement (used by schools), and a 3.25% administrative fee will be assessed on gross monthly sales on GovPro (all other entities) after a 1% price increase. Vendors shall not include shipping and handling charges, federal excise tax, or state sales tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

C. Members Purchasing Under the Agency
All public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities are eligible buyers. The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

8. Iowa, AEA Purchasing

A. *Additional Member Agency* *General Terms and Conditions that apply for all categories*

Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

B. *Additional Member Agency Terms and Conditions for* *Non-Construction Products and Services*

None.

C. *Additional Member Agency Terms and Conditions for* *Construction Products and Services*

AEA Purchasing may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

D. *Procedure for Processing Orders*

AEA Purchasing's eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to AEA Purchasing's eligible clients. All invoices for payment shall be sent directly to the AEA Purchasing eligible client ordering under the terms and conditions of this agreement. The AEA Purchasing eligible client will make payment directly to the awarded Vendor Partner(s)AEA Purchasing does not process any orders.

E. *Agencies Allowed to Purchase under the Member Agency*

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

9. Kansas, Greenbush-Southeast Kansas Education Service Center (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for **all** categories

Kansas Mandatory Contract Provisions

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.)* (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: 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.

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Assignment - SEKESC Right to Assign
In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

Purchase Orders
Any purchase order issued by SEKESC, or one of its eligible entities, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating eligible entities desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

Marketing

- Awarded Vendor will proactively market the awarded contract to all eligible entities. The SEKESC will enhance the Awarded Vendor's marketing efforts through communication and meetings with eligible entities, participation in marketing events and tradeshows, through its website and social media resources and through day-to-day customer support activities.
- Awarded Vendor will train its professional staff and sales force in the provisions and benefits of the awarded contract. The SEKESC will enhance such effort by providing joint trainings and participating in joint sales calls as needed.
- The SEKESC and Awarded Vendor will jointly design presentations, documents, and other promotional material to assist in the promotion of the awarded contract.
- Awarded Vendor will include the SEKESC (Greenbush) logo on all sales materials targeted to eligible entities for the awarded contract. The SEKESC hereby grants to Awarded Vendor a non-exclusive, revocable, non-transferable, permission to use the SEKESC (Greenbush) name and logo during the term of this Agreement. Likewise, during the term of this agreement, the Awarded Vendor grants the SEKESC (Greenbush) permission to reproduce their name and logo in connection with marketing and promotion of the awarded contract.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services
SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services
K.S.A. 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding $100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.

A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.

(b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.

(c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.

4-1030. State and local government contracts; mandatory provisions. (a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or

(2) whose contracts with the governmental entity letting such contract cumulatively total $5,000 or less during the fiscal year of such governmental entity.

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

- Purchase orders will be issued by the individual eligible entity.
- Vendors must issue invoices directly to the ordering eligible entity as specified on each purchase order.
- Delivery of all items included in this solicitation will be made to the locations within each eligible entity as will be specified on the purchase order.
- Each order shall contain a packing slip of its contents to assist in prompt processing of payments to Vendor.
- The SEKESC reserves the right to implement a Vendor Quotation Number process for contract awards related to, but not limited, to project-based and construction related proposal activities.

E. Agencies Allowed to Purchase under the Member Agency

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries
- Non-profit organizations holding form #501C3

10. Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records. Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid. The following Federal Clauses are required as a part of KY bid documents: 1. CLEANAIR/CLEANWATER A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSIONANDDEBARMENT Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),"Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions. 3. LOBBYING Vendor Partner will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC. 4. PROCUREMENTOFRECOVERED MATERIALSPURSUANTTO2 C.F.R. § 200.322 Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 5. BUYAMERICAN "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs. Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (atleast51percent) using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or Manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected. Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENTCONTRACTS Solicitation Requirements for cost reimbursable contracts:

A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

C. Contractor's determination of its allowable costs will be made in compliance with the applicable

DepartmentalandProgramregulationsandOfficeofManagementandBudgetcost circulars;
D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Construction Products and Services
The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS337.550. Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.
1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projectsof$250,000.00ormore, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed $25,000.(Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:
a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
b. A201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect
7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

C. Procedure for Processing Orders 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, quasigovernmental, 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: Finance Director. 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.

D. Members Purchasing under the Agency: Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district

is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi- g o v e r n m e n t a l or non- profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, LA, MS, NC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period

11. **Massachusetts, The Education Cooperative**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract**.** The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. ***Contract Effective Start Date.*** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. ***Payments And Compensation.*** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. ***Contractor Payment Mechanism.*** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. ***Contract Termination Or Suspension.*** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. ***Written Notice.*** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. ***Confidentiality.*** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. ***Record-keeping And Retention, Inspection Of Records.*** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The

Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. ***Assignment.*** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. ***Subcontracting By Contractor.*** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. ***Affirmative Action, Non-Discrimination In Hiring And Employment.*** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. ***Indemnification.*** 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 connection 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. 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 judgment. 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.

12. ***Waivers.*** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. ***Risk Of Loss.*** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. ***Forum, Choice of Law And Mediation.*** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. ***Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.*** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

Prior to award, the Contractor must **certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory.**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the***:***

Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108 in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.
in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

12. ***Michigan, Oakland Schools, (OS)***

A. Additional Member Agency General Terms and Conditions that apply for all categories:

1. Conflict of Interest
   Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

2. Iran Economic Sanctions Act
   Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (OS). The Act also requires that a person that submits a proposal in response to an OS request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by OS, and not just to construction projects.

   The Act defines an Iran Linked Business as:
   a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
   b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

   If the OS determines, using credible information available to the public, that a person or entity has submitted a false certification, OS must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

3. Hazardous Materials
   If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

4. Modifications to Contracts
   No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

5. Governing Law
   Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of this solicitation, the sole and exclusive venue shall be the state or federal court of the local jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for:

1. **Non-Construction Products and Services**:
   All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education.

2. **Construction Products and Services**:
   All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to

comply with all applicable standards and statutes for said construction projects. Based on MCL 380.1267, labor must be bid. However, intermediate school districts or public K-12 school districts can choose to buy material only from a cooperative purchasing contract. The AEPA cooperative contract has been bid in accordance with Michigan statute. It was advertised as required in the state and a material price book meeting the requirement of providing a discount for the opportunity of responding to a multi-state bid for goods and services with a national scope was submitted at the time of bidding by the vendor and awarded to the lowest responding vendor. To be able to purchase material only for a project, the board of a school district or board of directors of a public-school academy needs to adopt a written policy governing the procurement of supplies, materials, and equipment. Material only fits into the classification of MCL 380.1267 of a cooperative bulk purchasing program.

MCL 380.11a(4) allows for intermediate school districts or public K-12 school districts to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district which allows the Intermediate school districts or public K-12 school districts to utilize the Oakland Schools awarded contract. In addition, under MCL 380.1274 (4), a school district or public school academy is not required to obtain competitive bids for items purchased through the cooperative bulk purchasing program.

A material only purchase is a direct purchase to the manufacturer for materials. This will require the intermediate school districts or public K-12 school districts to issue two purchases orders—one for the labor which will be awarded though a traditional competitive bid process and one for the material.

All other governmental agencies can utilize the Oakland Schools awarded contract for material and labor solutions pursuant to 18.1261.

C. Procedure for Processing Orders:

Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.

1. OS follows the AEPA Standard Ordering Process (see Part A, General Terms and Conditions for All Agencies, "Ordering Procedures").

2. 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.

D. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies, intermediate school districts colleges, universities, counties, cities, townships, villages, and non-profit organization** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS.

It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

13. **Minnesota, Cooperative Purchasing Connection (CPC)**

1. **General Terms and Conditions (All Categories)**
    a. **Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
    b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.
    c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.
    d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.
    e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
        i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
        ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
        iii. That a violation of this section is a misdemeanor; and
        iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
    f. **Participating Agency:** A participating agency shall be defined under Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.
    g. **Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.
    h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
    i. **Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

2. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

3. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and consult with the Vendor to determine if the Vendor can meet the requirements for construction- related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by **Minnesota Statute §326.12 subd. 3**. With certain exceptions, **Minnesota Rules part 1800.5200, subpart 1**, requires a licensed architect or

engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor can confirm that business can be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products, and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars ($175,000) or more in Minnesota;
2. One hundred thousand dollars ($100,000) or more for public improvement in South Dakota; or
3. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

4. **Insurance:**

The Vendor shall purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, 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 of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

5. **Procedure for Contract Award, Notification and Processing Orders**

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the CPC Board of Directors, CPC will inform its participating agencies of the award.

a. The contract will be listed on the CPC website (**www.purchasingconnection.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. CPC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tools shall be dedicated to CPC and/or AEPA information only.
e. 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.
f. Ordering Methods.
    i. All orders will be executed by participating agencies, directly, with the Vendor. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
    ii. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
    iii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iv. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    v. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies.

6. Administrative Fees & Reporting

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

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

7. **Express Online Marketplace**

CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. The Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

14. **Missouri, EducationPlus (EDPLUS) [Formerly Cooperating School Districts of the Greater St. Louis Area (CSD)**

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow EDPLUS customers to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and Missouri Department of Elementary and Secondary Education policies, rules and regulations. EDPLUS must receive a copy of the executed leasing documents prior to processing a purchase order. EDPLUS will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the EDPLUS customer, and what that cost will be. No sale of a contract to a third party will be made without first informing EDPLUS and the EDPLUS customer of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, EDPLUS will inform its members and other potential customers of the contract by announcing the award on its website by including the award in presentation comments and in other communications.

(2.) EDPLUS may require marketing materials from each vendor promoting the contract and AEPA relationship. EDPLUS will assist in the development of the marketing materials, if requested. Materials will be for distribution as well as posting on the EDPLUS website and disseminated to potential customers. Note: EDPLUS requires the awarded vendor to take ownership and actively promote the contract in cooperation with EDPLUS to all qualified customers.

(3.) When the customer identifies a desired product or service as available through the AEPA contract and makes a purchase on the EDPLUS online Marketplace or agrees on price as presented to the customer by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee 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 EDPLUS after the sale and payment is made to vendor. Payment shall be made to EDPLUS on a quarterly basis along with complete sales history during that period.

(5.) Vendor makes all deliveries and installations of products and services. EDPLUS does not warehouse items nor provide services.

(6.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

C. Customers Purchasing Under the Agency

We take great pride in the fact that EDPLUS is providing a complete line of purchasing services to our 50+ member school districts and hundreds of additional school districts, educational institutions, and nonprofit organizations. EDPLUS was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with EDPLUS. EDPLUS

D. Governing Law

MO. REV. STAT. §70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

E. Prohibition Against Boycotting Israel

Vendors signing a contract with EDPLUS will be required to sign a certification stating that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, pursuant to Revised Statutes of Missouri (RSMo) 34.600, known as the "Anti-Discrimination Against Israel Act."

15. **Montana, Montana Cooperative Services (MCS)**

1. General Standards: Purchases by public entities in excess of $80,000 are subject to public bid; purchases under this amount are subject to requirements of public contracts. See Sections 7-5-230 I and 7- 5-2304, Montana Code Annotated (Counties); Sections 7-5-4302 and 7-5-4303, Montana Code Annotated (Municipalities).

Note: purchases of less than $80,000 are not subject to public bid requirements, which provides local government entities with considerable flexibility to make purchases. Public bidding requirements do not appear to prohibit local government entities who are members of AEPA or MCS from soliciting bids from approved vendors for purchases in excess of $80,000.

2. Local Government Cooperative Purchasing Authority: Local governments may also elect to purchase cooperatively through the Montana Department of Administration in lieu of soliciting their own bids. 51 A.G. Op. 15 (2006). Procurement by government entities generally falls within the Montana Procurement Act, Section 18-4-10I, MCA, et seq.

A. Local Governments are authorized to adopt and implement the rules and standards of the Act:

18-4-124. Local government adoption of procurement provisions -- alternative project delivery contracts. (1) A political subdivision or school district may adopt any or all parts of this chapter and the accompanying ng rules promulgated by the department.

B. Local governmental entities and school districts are specifically authorized to purchase cooperatively in the public interest:

18-4-401. Definitions. As used in this pai1, the following definitions apply:

(1) "Cooperative purchasing" means procurement conducted by or on behalf of more than one public procurement unit.

(2) "Local public procurement unit" means a county, city, town, or other subdivision of the state or a public agency of any such subdivision; public authority; educational, health, or other institution; to the extent provided by law, any other entity that expends public funds for the procurement of supplies and services; and any nonprofit corporation operating a charitable hospital.

(3) "Public procurement unit" means a local or state public procurement unit of this or any other state, including an agency of the United States, or a tribal procurement unit.

(4) "State public procurement unit" means a state department, agency, or official that expends public funds for the procurement of supplies and services.

(5) "Tribal procurement unit" means a tribal government, tribal entity, or official of a tribal government located in Montana that expends tribal funds or funds administered by a tribe for the procurement of supplies and services to the extent provided by tribal or federal law.

18-4-402. Cooperative purchasing authorized. The department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units in accordance with an agreement entered into between the participants independent of the requirements of part 3. Cooperative purchasing may include purchasing through federal supply schedules of the United States general services administration , joint or multiparty contracts between public procurement units, open-ended state public procurement unit contracts that are made available to local public procurement units, and competitive contracts established by for-profit, not-for-profit, or nonprofit cooperative entities. (emphasis added).

Note: Cooperative purchasing by local governmental entities may require reentering into an agreement w with the Montana Department of Administration. This requirement does not appear to preclude local entities from participating as members of purchasing groups.

C. Local governmental entities are authorized to enter agreements with each other in order to purchase cooperatively. 7-11-104. Authorization to create interlocal agreements -- issuance of bonds for joint construction -- hiring of

teacher, specialist, or superintendent. One or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project, or service, including the issuance of bonds for the joint construction of a facility under 20-9-404, the hiring of a teacher or specialist under 20-4-201 or a superintendent under 20-4-401, or the hiring of or contracting with any other professional person licensed under Title 37, that any of the public agencies entering into the contract is authorized by law to perform. The contract must be authorized and approved by the governing body of each party to the contract. The contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties. (emphasis added).

3. School and school district cooperative purchasing authority: Schools and school districts are specifically authorized to purchase cooperatively utilizing qualifyingng purchasing entities:

"A [school] district may enter into a cooperative purchasing contract for the procurement of supplies or services with one or more districts. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of [soliciting public bids and awarding a contract] if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list." Section 20-9-204(4), Montana Code Annotated (emphasis added).

Note: Montana's AEPA member, Montana Cooperative Services, meets all of the statutory requirements of Section 20-9-204(4), MCA, with respect to cooperative purchasing groups.

Cooperative purchasing is another tool in the bag for local governmental entities, including school districts, to acquire services and supplies at better prices than may otherwise be available. Membership in MCS provides access to AEPA-approved vendors as well as in-state suppliers who have been carefully vetted for reliability and quality.

Disclaimer: The above discussion is for informational purposes only and does not constitute legal advice.

16. **Nebraska, Educational Service Unit Coordinating Council (ESUCC)**

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance and Payment Bonds: Upon execution of a contract between an ESUCC member and the prime contractor for construction or public improvement, performance and payment bonds described above in the AEPA General Terms and Condition shall be provided to the member. Performance and payment bonds between the member and the prime contractor shall be on standard forms. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law.

4) Insurance: 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, 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.
- Workers compensation coverage meeting all Nebraska statutory requirements.

5) Debarment and Suspension: Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

6) Statement Filed: A bidder who is awarded a contract for any goods or services for public works pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

7) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.

8) Employment Eligibility Verification: Consistent with NEB. REV. STAT. § 4-108, the Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

9) Federal Funding. I It is understood that purchases may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- **Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- **Davis-Bacon Act:** (Contracts that exceed $2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- **Contract Work Hours and Safety Standards Act:** (Contracts that exceed $100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.
- **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed $150,000) The parties shall comply with all applicable standards, orders, or regulations issued under 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).
- **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
- **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of $100,000 or more 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.
- **Termination for Cause and Convenience:** (Contracts that exceed $10,000) Termination for cause and convenience are governed by the Agreement. To the extent not addressed by the Agreement, the Agreement may not be terminated for convenience and may be terminated for any cause allowed by law.
- **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.
- **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at $150,000 but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, Owner should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal

court of Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them. The ESUCC does not and will not agree that any bidder or contractor will be notified of any public record request submitted to the ESUCC or its Members.

13) Conflict of Interest: By submitting a proposal, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

The Contractor shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

The Contractor, by submitting a bid, certifies that it has not had a contract with education organizations in State of Nebraska terminated early. If Contractor has had a contract terminated early within the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early.

Contractor 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.

Contractor certifies that Contractor and Contractor's employees, officers, and associates directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state have not 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

ESUCC may cancel any contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of ESUCC with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to ESUCC for demonstration or evaluation are not considered gratuities.

14) Exclusion of Persons with Criminal Record. ESUCC requires and Contractor agrees not to assign any individual or agent to perform any work under this contract on ESUCC property, any ESUCC Member's property, or a Nebraska school district's property with a criminal conviction of a serious nature as determined by ESUCC, including but not limited to any of the following convictions: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Contractor authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by contractor in the performance of the contract

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders both directly and electronically to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

17. **New Jersey, Educational Services Commission of New Jersey (ESCNJ)**

Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPA Member Agency. Any entity that uses the contract awarded by ESCNJ under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the ESCNJ Cooperative Pricing System. The bidder that is awarded the contract by ESCNJ is referred to as the "Contractor."

Once a contract is awarded by ESCNJ, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to ESCNJ only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.
2. **Event of default and termination of Contract:**
   ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:
   Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.
   Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.
   Step 3 - Issue the letter to cancel contract or purchase order.
   Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

   The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.
3. **Assignment:**
   Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.
4. **Indemnification:**
   Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.
5. **New Jersey** Participant Policies:
   The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under

this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate - Before award in NJ not at time of bid
2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
4. Statement of Ownership (Ownership Declaration Certification)
5. New Jersey Mandatory Equal Employment Opportunity Language (Exhibit A)
6. New Jersey Mandatory Equal Employment Opportunity Language Construction Contracts (Exhibit B)- (All time and material bids.)
7. New Jersey Certificate of Authority (All time and material bids.)
8. Certification of Non-Debarment for Federal Government Contracts (All time and material bids.)
9. Equipment Certification Form (All time and material bids.)
10. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage. http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html (Time and material bids.)
11. New Jersey Affirmative Action Questionnaire/Documentation (Certificate of Employee Information Report)
12. Prohibited Russia-Belarus Activities & Iran Investment Activities Form - Before award in NJ not at time of bid
13. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional informationvisitwww.nj.gov/dca/divisions/dlgs
14. W9
15. Certificate of Insurance with the ESCNJ named as insured and the bid title/# listed - Before award in NJ, not at time of bid
16. DPMC Notice of Classification- (All time and material bids.)
17. Total Amount of Uncompleted Contracts (All time and material bids.)
18. Americans with Disabilities Act of 1990
19. Statement of Suspension or Debarment Form
20. Sworn Contractor Certification; Qualifications Credentials (All time and material bids.)
21. Subcontractor Disclosure Statement (All time and material bids.)
22. Prevailing Wages Certification—Submission with Bid (All time and material bids.)
23. Pre-Qualification Affidavit/No Material Adverse Change (All time and material bids.)
24. Certificate of Authority (All time and material bids.)
25. Assurance of Compliance
26. Contractors licenses (All time and material bids.)
27. New Jersey School Development Authority (All time and material bids.)

6. **Performance Bonds:**

Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the New Jersey Participant.

7. **Governing Law:**

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without

regard to its conflicts of laws principles.

8. **Financing Arrangements:**
Any financing arrangements (including lease purchasing arrangements) may be made directly between the Contractor and a New Jersey Participant or with the free ESCNJ Leasing Program. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. ESCNJ must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. ESCNJ will not collect lease payments or be involved in the terms and conditions of the Contractor lease. All lease arrangements are between the Contractor and the New Jersey Participant only.

9. **Affirmative Action:**
The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award of bid.

10. **Independent Contractor:**
The Contractor shall not be held or deemed in any way to be the agent or employee of ESCNJ and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

11. **Incorporation of Bid Documents:**
The bid documents, including all appendices executed by Contractor that have been accepted by ESCNJ (the "Bid") are specifically incorporated into this Contract.

12. **New Jersey Public Records Act:**
The Contractor acknowledges that ESCNJ and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to ESCNJ and/or such New Jersey Participants may be made available to the public under the provisions of this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (ESCNJ) contract only:

1. Contractor agrees to provide ESCNJ with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide ESCNJ with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved ESCNJ logo, web address, bid #, bid title, bid term, NJ State Approved Co-op #65MCESCCPS and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The ESCNJ logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available ESCNJ supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshows, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved ESCNJ logo, web address, NJ State Approved Co-op #65MCESCCPS bid #, bid term and contact information on the Contractor's website promoting and providing a link to the ESCNJ website. Contractor will also provide ESCNJ with text, links and logos to be posted on the ESCNJ website.

B. **Procedures for Processing Orders**

1. Once the award is made to the Contractor, ESCNJ will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the ESCNJ website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by ESCNJ. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. 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.
4. 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:
    1. Date of order.
    2. The name of the New Jersey Participant.
    3. ESCNJ Bid Number

4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
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.

5. Quarterly reports and administrative fee payments are to be made payable to ESCNJ and sent to ESCNJ, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Bookkeeper, or such other address that ESCNJ will provide from time to time.
6. 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.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 686 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional New Jersey Participants may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non- profit organizations. The ESCNJ Cooperative Pricing System currently has 1,400+ New Jersey Participants located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

An ESCNJ employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", an ESCNJ employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an ESCNJ employee made a purchasing decision which appears to be based upon a personal relationship between the ESCNJ employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an ESCNJ employee and a vendor, (2) when there exists the potential for a personal benefit to an ESCNJ employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

The Contractor shall disclose any relationship with an ESCNJ employee that would not be considered an "arms-length" or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an "arms-length" or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit ESCNJ and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

American Goods - American Goods Clause—N.J.S.A. 18A:18A-20 - American goods and products to be used where possible

All contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, to be used in such work.

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Debarment/Suspension - N.J.A.C. 17:19-1.1 et seq. The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award— SAM (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM

For Time and Material bids - DPMC - There is a non-refundable fee of $100.00 which must be submitted to the State with your application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No application will be processed without the fee. If you have any questions, please contact the Contractor Classification unit by accessing the DPMC web site at www.state.nj.us/treasury/dpmc/ NOTE: It is suggested that a photocopy of this completed form be retained for your records. Please submit the completed application and all required documentation to the Treasurer, State of New Jersey. Upon

review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm. Please submit your certificate with your bid package.

Any contractor who submits a bid for a public works contract the amount which exceeds **$20,000**, pursuant to N.J.S.A. 18A:18A- 26, 27 et seq., shall be classified by the Department of Treasury, Division of Property Management (DPMC) as to the type of work and trades (character) and the aggregate rating (amount) of public work they are qualified to submit bids.

The ESCNJ may only accept bids from contractors that are qualified.

Notice of Classification—DPMC-27
The Notice of Classification is a document issued by the DPMC that provides the following information about the qualified contractor:

- Trade(s) classification held by the contractor

The contractor is classified by the trade and trade number as found in Form DPMC-27. For example

Trade Number	**Trade**
C030	Plumbing
C032	HVACR

The contractor is therefore qualified to submit bids (exceeding $20,000) to the board of education that pertain to plumbing and heating, ventilation, air conditioning and refrigeration.

For Time and Material Bids Equipment Certification 18A:18A-23. A certificate showing that the bidder owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

For Time and Material bids - Total Amount of Uncompleted Contracts - DPMC 701
This document is completed by the contractor submitting a bid, on the form provided by the DPMC. The document lists the amount of uncompleted contracts held by the contractor and a certification that the amount of uncompleted contracts, added to the bid amount for the ESCNJ Participant project, does not exceed the Aggregate Amount rating as assigned by the DPMC.

For Time and Material bids - Pre-Qualification Affidavit/No Material Adverse Change
Pursuant to N.J.S.A. 18A:18A-32, no bidder is qualified to bid on any public work contract unless they provide an affidavit that there has been no material adverse change in his qualification information pursuant to N.J.S.A. 18A:18A-28.

For Time and Material bids - Prevailing Wages Certification; Alterations and repairs - The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the New Jersey Participant, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56-25 et seq. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at http://lwd.dol.state.nj.us/ the Prevailing Wages Determination Section.

For Time and Material bids - Compliance with New Jersey Prevailing Wage Act
Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

For Time and Material bids - Certified Payrolls
Every contractor agrees to submit to the New Jersey Participant a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the New Jersey Participant, if certified payrolls are not received by the New Jersey Participant. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

For Time and Material bids - Submission of Affidavit
Before final payment, the contractor shall furnish the New Jersey Participant with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

For Time and Material bids – <u>Certificate of Authority</u>
All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]
Tax Effective Date 10-15-10
Document Locator No. [redacted]
Date Issued 10-14-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

For Time and Material bids – <u>Contractor Trade Licenses</u>
All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

For Time and Material bids – Contractor's Registration evidence "Public Works Contractor Registration Act"

A. <u>Valid Certificate – Receipt of Bid</u>

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act.*" The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. <u>Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory</u>

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

For Time and Material bids – NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

For Time and Material bids – Sworn Contractor's Certification - (Bidder's Certification)
Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification shall lead to the bid being rejected.**

Term of Contract and Extensions: Multiyear contracts – 18A:18A-42
All contracts for the provision of goods or services shall be awarded for a period not to exceed 24 consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.18A:18A-5 shall be awarded for a period not to exceed 12 consecutive months. Any Board of Education may award a contract for longer periods of time for the listed goods/services as stated in 18:A-18A-5. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year extensions, subject to the following limitations: a. the contract shall be awarded by resolution by the ESCNJ Board Members upon a finding by the ESCNJ that the services are being performed in an effective and efficient manner; b. no such contract shall be extended so that it runs for more than a total of five consecutive years; c. any price included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contact remain substantially the same. All multiyear leases and contracts entered into pursuant to this section, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above and contracts for the provision of performance of goods and services to promote energy conservation through the production of I renewable energy, authorized pursuant to subsection o. of this section, shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law" N.J.S.18A:18A-1et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a board of education has commenced rebidding prior to the time the contract expires or when the awarding of a contact is pending at the time the contract expires.

18. **New Mexico, Cooperative Educational Services (CES)**

The following are terms and conditions that apply to CES Members' and Participating Entities' use of products, services and/or construction services procured by this Request for Proposal (RFP) or Request for Bid (RFB). By making use of any products, services and/or construction services procured by this RFP or RFB, the Member or Participating Entity agrees to the following conditions.

Use Conditions

1. The contract terms to be followed by the Contract Holder are those contained in the above referenced RFP or RFB, and Contract Holder will agree to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder will agree that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members or Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

2. CES Member or Participating Entity acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. A CES Member or Participating Entity may place purchase orders for Products, Services and/or Construction Services und with the contract holder or in the case of construction CES which, in turn, shall place the purchase order with the Contract Holder. However, any resulting contract between the Contract Holder and a CES Member or Participating Entity does not create any additional obligations on the part of CES.

3. For transactions which involve CES transmitting purchase orders from a Member or Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member or Participating Entity in accordance with CES Member or Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES. For purchase orders sent directly to the contract holder or purchase orders sent by CES to the contract holder, CES also volunteers to provide informal mediation services between Contract Holder and CES Member or Participating Entity in the event any dispute arises between them.

4. For purchase order sent to contract holder by CES, upon CES' receipt of funds from the CES Member or Participating Entity, CES has shall apply those funds only as instructed by CES Member or Participating Entity. CES shall incur no liability to CES Member or Participating Entity except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services. Performance is the sole responsibility of Contract Holder.

5. CES Member or Participating Entity agrees that it will not assert any claim against CES in the event a dispute arises regarding the alleged failure of Contract Holder or a CES Member or Participating Entity to perform as provided for any purchase order or other contract between Contract Holder and a CES Member or Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

6. Any liability alleged to lie with CES shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

For the purposes of this solicitation the following terminology shall be defined as indicated below:

1. The terminology: "Agency", "CES Eligible Agency" and "Eligible Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.
2. The terminology: "AEPA" is defined as Association of Educational Purchasing Agencies as the agency that conducts and performs procurement activities on behalf of CES and CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
3. The terminology: "Offeror" is defined as contractor, contract holder, vendor, or supplier and can be used interchangeable.
4. The terminology: Cooperative Educational Services is defined as "CES", "CES Members and Participating Entities". Therefore, CES, Members and Participating Entity are interchangeable.
5. **"Buyer"**: as used in this solicitation (RFP) is defined as "CES" as the agency that conducts and performs procurement activities on behalf of CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
6. **CES Members:** Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978, § 22-1- 2, State Institutions as defined in NMSA 1978, § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978, § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978, § 21- 14-1 et seq.,

technical and vocational institutes defined in NMSA 1978, § 21-16-1, area vocational schools defined in NMSA 1978, § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978, § 21- 14A-1, charter schools as defined in NMSA 1978, § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code NMSA 1978, § 13-1-135 to enter into cooperative purchasing agreements, pursuant to NMSA 1978, § 11-1-1 and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

7. **CES Participating Entities**: Are defined as public agencies and/or organizations classified as follows that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

a) Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment 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.

b) State Agency NMSA 1978, § 13-1-190 is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or office of the executive, legislative, or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent but does not include local public bodies.

c) Local Public Body [NMSA 1978, § 13-1-67] is defined as a political subdivision of the State and the agencies, instruments, and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [NMSA 1978, § 13-1-28].

d) Non-Profit, Non-Public Educational Institutions and other Non-Profit 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.

8. **CES Regions:** New Mexico is a large state geographically. For this solicitation (RFP), CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public-School Districts located in each. Any public educational institution, i.e., BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico- Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro, and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5**) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell, and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
8. Region Eight (8) – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

9. **Cooperative Procurement:** Is authorized under NMSA 1978 § 13-1-135 and this contract is based on the need for CES

to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for Public Educational Institutions, Participating Entities, Local Public Bodies, and other external procurement units.

10. **Cooperative Procurement Agreement:** Is an agreement between CES and a Participating Entity for establishing the procurement method by which Participating Entities may join in cooperative multi-jurisdictional contract to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative(CES).
11. **Prime Contractor:** Any Contractor paid directly by CES or its Member and Participating Entity is a prime contractor; a subcontractor is paid by the prime contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.
12. **Procurement Code:** NMSA 1978, §§ 13-1-21 through 13-1-199 may be cited as the "Procurement Code".

Acceptance of Delivered Services: The CES Member or Participating Entity will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the contract order. If there is a dispute between the Offeror and the CES Member or Participating Entity, CES will make the final determination.

Accounts Payable: This is the amount owed to an Offeror by CES or the CES Member/Participating Entity due to an accepted delivery of products or services by a CES Member/Participating Entity pursuant to a contract executed as a result of this solicitation.

Administrative Fee: CES' two percent (2%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable, New Mexico Gross Receipts Tax (NMGRT), and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES or CES Member or Participating Entity according to the payment schedule established by CES.

Applicable Law: Any contract executed as a result of this solicitation will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under any contract entered into as a result of this solicitation will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: Any contract executed as a result of this solicitation which requires arbitration, is subject to the extent required by the New Mexico Uniform Arbitration Act, Sections 44-7A-1 to 44-7A-32 NMSA 1978.

Assignment: No right or interest in any contract executed as a result of this solicitation will be assigned or transferred by the Offeror without notification and approval to AEPA and CES, and no delegation of any duty of the Offeror will be made without notification to AEPA and CES.

Assignees, Mergers, Dissolution and Successors: The Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. The surviving, resulting, or transferred business structure shall:

A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
B. Agree in writing to perform all of the existing and future obligations of the original Offeror's CES Contract.
C. Provide CES with all of the documents required for said assignment, merger or dissolution for the CES procurement file.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by CES prior to the Offeror accepting a purchase order. CES reserves the right to assess a special handling charge of Thirty-Five Dollars ($35) per check. The special handling charge will be deducted from the amount of the invoice being paid.

Audit Rights: In accordance with applicable State of New Mexico and federal law, the Offeror's books and records related to any process and/or activity that occurs as a result of a contract executed as a result of this solicitation may be inspected by CES and/or the New Mexico State Auditor. Offeror must retain payment records received from CES for a period of (3) years from the date of final payment.

Authority: Any executed contractual agreement, is issued under the New Mexico Procurement Code, CES Board Policies, and CES Procurement Guidelines.

Billing: Upon acceptance of the delivery of goods and/or services, the Offeror will invoice, either CES or the CES Member/Participating Entity, referencing the purchase order number issued. If CES issues the purchase order, the CES Member's/Participating Entity's name must be on the invoice. The Offeror will only issue invoices to CES, CES Member or Participating Entity from which the purchase order was issued. The Offeror will only accept a purchase order from a Member or Participating Entity in accordance with the CES Direct Purchase process. Goods and services will be invoiced at the current contract pricing on file with CES. At a minimum, the invoice must include: the CES contract number, the hourly rate or the catalog/list unit price, the CES discount and the final CES price. All pricing must include the CES two percent (2%) administrative fee embedded into the final CES price. Except for adding shipping or freight costs, the invoice amount cannot exceed the amount of the CES or CES Member/Participating Entity purchase order total. New Mexico Gross Receipts Tax (if applicable) must be shown as a separate line.

Bonds: Bid, Performance and or Payment Bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Bribes, Gratuities and Kickbacks: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member, or a representative of the prospective Offeror has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Offeror submits a proposal (NMSA 1978, § 13-1-191.1). Prior to the Offeror entering into a contract with an individual CES Agency, the Offeror must provide the CES Member or Participating Entity with a Campaign Contribution Disclosure Form.

CES eProcurement System: CES has online procurement and contract management system called CES eProcurement System. This system allows CES to manage Bid and RFP submission, contract holder's business and contract information, all into one web-based application. If recommended for a contract award, the bidder or offeror will need to create a user profile for their company in the CES eProcurement System. This allows CES to maximize the efficiencies of the contract and solicitation process through a web-based solution.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act NMSA 1978, Chapter 14, Article 2, will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The Offeror must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "CONFIDENTIAL" in order to claim protection, if any, from disclosure. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL" within the required electronic submission.

The CES Procurement Manager will review the statement and will determine in writing whether the information will be withheld. If the Procurement Manager determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made, and the bid or RFP may be rejected.

Confidential Information Disclosure: Any confidential information provided to the Offeror by CES, its Members or Participating Entities or developed by the Offeror based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Offeror without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Offeror shall deliver all confidential material in its possession to CES, its Members, or Participating Entities within thirty (30) business days of such termination. Offeror acknowledges that failure to deliver such confidential information to CES, its Members, or Participating Entities will result in direct, special, and incidental damages.

Conflict of Interest: Any contract executed related to this solicitation is subject to cancellation by CES if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of a CES Member or Participating Entity is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Conflict of Interest - Disclosure of Employment: Offerors submitting proposals will disclose any and all owners, contractors, or employees who are active employees of CES or are immediate relatives of an employee of CES.

Contract: Any agreement for the procurement of items of tangible personal property, construction, professional services and other services.

Contract Non-Exclusive: Any contract resulting from this solicitation with the understanding and agreement that it is for the sole convenience of CES, its Members or Participating Entities in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

Contract Term and Extension: The contract term shall be for up to four (4) calendar years and shall continue until terminated, canceled, or extended by either CES or Association of Educational Purchasing Agencies (AEPA). CES reserves the right to renew the Agreement through a written amendment signed by all required signatories but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150. "Perpetual" Software Licensing Service Agreements executed under any contract awarded as a result of this solicitation are subject to the provisions of NMSA 1978, § 13-1-150.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interest of CES, its Members, and Participating Entities but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150 and the Association of Educational Purchasing Agencies (AEPA).

Contract Type: Subject to the limitations of Sections 123 through 127 [13-1-150 to 13-1-154 NMSA 1978] of the Procurement Code, any type of contract, including but not limited to definite quantity contracts, indefinite quantity contracts and price agreements, which will promote the best interests of CES, CES Members and Participating Entities may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. A cost-reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required. NMSA 1978 § 13-1-149.

Default in One Installment to Constitute Total Breach: Offeror will deliver conforming materials in each installment, or lot of any contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Offeror delivers nonconforming materials to any CES Member or Participating Entity under this contract.

Debarment Disclosure: If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall include a letter with its response identifying the name and address of the governmental 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. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Offeror, including the details enumerated above. A response from an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of an Offeror to disclose a debarment or suspension in accordance with this section may result in their response being disqualified for award of the solicitation.

Defective Goods: Every tender of materials must fully comply with all provisions of this solicitation and resulting contract. If tender is made which does not fully conform, this will constitute a breach, and Offeror will not have the right to substitute a conforming tender without written consent of all parties involved. Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition as determined by the CES Member or Participating Entity. Offeror agrees to arrange for return shipment of damaged goods at no cost to the CES Member or Participating Entity.

Delivery of Goods and Services: Offeror agrees to supply and deliver the Goods or Services to CES, its Members or Participating Entities and to perform the Services, as applicable per the scope of work. Offeror shall, at its own expense, pack, load, and deliver Goods or Services to the Delivery Point and in accordance with the delivery terms, shipping, packing, and other instructions printed on the CES or CES Member or Participating Entity purchase order or otherwise provided to the Offeror by CES, its Members or Participating Entities in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the purchase order or otherwise agreed to in writing by CES, its Member or Participating Entity.

Offeror must immediately notify CES, its Members or Participating Entities if Offeror is unable to meet a Delivery Date. At any time prior to the Delivery Date, CES, its Members or Participating Entities may, upon notice to Offeror, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of CES, its Members or Participating Entities or due to failure of Offeror to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to CES, its Members or Participating Entities upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the CES, its Members or Participating Entities in writing. CES, its Members or Participating Entities has no obligation to obtain insurance while Goods are in transit from Offeror to the Delivery Point.

Descriptive Literature and Brand Names: Contractor**,** as required by CES, its Members or Participation Entities include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers are intended to describe and identify equipment and software.

Electronic Data: The product and service provider must be willing and capable of providing to the CES and its Member or Participating Entity, upon request, documents i.e., proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc. in an acceptable electronic format as approved by CES or CES Member or Participating Entity.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor 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 either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; pandemics; lockouts; injunctions-interventions-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 shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Indemnification: To the fullest extent permitted by law, Offeror shall, defend, indemnify and hold harmless CES, its Members, its Participating Entities, its officers and employees, against any and all liability, claims, demands, actions, damages, losses, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, government action and all expenses, including attorneys' fees and litigation expenses, demands or expenses asserted by a third-party, caused by, or resulting from, Offeror's and/or its employees, act(s) or omissions(s) while Offeror, and/or its employees, perform(s) or fails to perform its obligations and duties under any agreement entered into as a result of this solicitation or acts or omissions occurring outside of said agreement. Any equipment or facilities damaged by Offerors' operation shall be repaired and/or restored to their original condition at Offerors' expense. Offeror shall at all times during the life of the contract entered into as a result of this solicitation keep in force the minimum liability insurance limits as outlined in this solicitation. Failure to maintain current coverage in the amounts stated may result in termination of any agreement entered into as a result of this solicitation CES shall be named as a co- insured on the insurance policy and the policy shall provide that the policy cannot be modified or cancelled without the approval of CES. "This provision shall survive any termination of any Agreement entered into as a result of this solicitation Offeror will promptly advise CES in writing of any action, administrative or legal proceedings or investigation as to which defense and indemnification shall apply."

Indemnification Intellectual Property: 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:

1) Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim;
2) Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and
3) 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:
   a) 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;

b) Replace or modify the product or service so that it becomes non-infringing; or
c) 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. 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.

Intellectual Property Ownership: 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.

Intellectual Property Offeror: Offeror will retain ownership of its pre-existing Intellectual Property (IP), including any that may be incorporated into the Contract IP, provided that Offeror informs CES or the CES Member/Participating Entity in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Offeror hereby grants to CES or the CES Member/Participating Entity a perpetual, irrevocable, royalty-free worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, create derivative works based on such pre-existing Intellectual Property as my be incorporated into the Contract IP or otherwise provided to CES or the CES Member/Participating Entity in the course of performing under any contract resulting from this solicitation.

Data Use, Ownership of Materials, and Privacy: The terms of this section apply if Offeror receives, has access to or analyzes CES or CES Member/Participating Entity's data. As between the parties, CES or the CES Member/Participating Entity will own, or retain all of its rights in, all data and information provided by CES or the CES Member/Participating Entity to the Offeror, as well as all data and information managed by Offeror on behalf of CES or the CES Member/Participating Entity, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to any agreement generated through this solicitation, even if generated by the Offeror, as well as all data obtained or extracted through CES or the CES Member/Participating Entity or Offeror's use of such data or information. CES or the CES Member/Participating Entity's data includes all data and information provided directly to the Offeror.

All CES or CES Member/Participating Entity data will be CES's or the CES Member/Participating Entity's Intellectual Property (IP) and Offeror will treat it as "Confidential Information". Offeror will not use access, disclose, or license, or provide to third parties, any CES or CES Member/Participating Entity data, except to fulfill the obligations of the Contract IP. Without limitation, the Offeror will not use any CES or CES Member/Participating Entity data whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstration, without in each case, CES or the CES Member/Participating Entity's prior written consent. Offeror will not, directly or indirectly attempt to re-identify or de-aggregate, de-identified or aggregated information; or transfer de-identified and aggregated information to any third party.

Information Security: All systems, software, services, and devices that store, transmit, or otherwise process CES or a CES Member/Participating Entity's data must be designed, managed and operated in accordance with the information security best practices and in compliance with all applicable laws, rules and regulations.

Installation: Equipment or products that require professional installation will be installed in coordination with the CES Member or Participating Entity. If delayed, the Offeror will notify in writing both CES and the CES Member or Participating Entity of the revised installation date.

Insurance: Upon contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under the prospective contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the contractor or by anyone for whose acts

the contractor may be liable during the entire performance period of the prospective contract. The contractor must furnish an ACORD Certificate of Insurance to the CES. If policy changes occur during the life of the contract, it is the Offeror's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Offerors will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Offerors will submit a certificate of comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability. Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
3. Umbrella: $1,000,000. The Offeror will name CES and the CES Member or Participating Entity as co-insured up to the limits required by New Mexico Statues. Additional punitive damages liability to $500,000 will be provided naming CES as co-insured.
4. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.
5. In addition, Offeror must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. 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 contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES Member or Participating Entity.

Leasing: Contractor may offer CES Members the option to enter into a lease or lease purchase agreements, providing such agreements are in compliance with New Mexico statutes. CES must receive a copy of the executed leasing documents between the leasing agency and the CES Member or Participating Entity. The contractor providing the equipment(s) to the CES Member or Participating Entity that is funded thru a lease option shall pay CES the two percent (2%) administrative fee on the total cost of the equipment(s), maintenance agreement, extended warranties and any products and services included in the lease agreement The CES administrative is non-refundable should the lease terminate early. CES will not collect lease payments, the CES Member or Participating Entity will make lease payments directly to the leasing agency. All terms of the leasing agreement must be included in the proposal including interest rates as related to a government standard. Contractor must indicate if the shipping costs for the return of leased equipment are the responsibility of the CES Member or Participating Entity and what that cost will be. No sale of a contract to a third party will be made without informing CES and CES Member or Participating Entity of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Offeror.

A purchase option must be available with each scheduled payment. At lease end, an option to purchase the equipment at fair market value must exist or the CES Member or Participating Entity must return the equipment to the Leasing Agency. As required by New Mexico law, the lease agreement with the CES Member or Participating Entity must contain a termination provision for "Non-Appropriation of Funds." In the event no funds or insufficient funds are appropriated and budgeted by the CES Member or Participating Entity (Lessee) or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under the lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received under the lease without penalty or expense to Lessee. The CES Member or Participating Entity shall make the determination if sufficient funds have been appropriated. The CES Member or Participating Entity shall give Lessor or its assignee written notice at least thirty (30) days prior to termination of lease due to Non-Appropriation of Funds.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199.

Licenses: The contractor will maintain in current status all applicable federal, state, and local licenses, bonds, and permits as required for the performance of any contract awarded. Copies of licenses will be submitted by the contractor as required by CES, its Member or Participating Entity.

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

Limitation of Liability: The Offeror's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its Member Agency caused by the Offeror's negligence. The liability of CES or any CES Member Agency will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

Limitation of Liability: The contractor's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its CES Member or Participating Entity caused by the contractor's negligence. The liability of CES or any CES Member or Participating Entity will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, asamended.

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

Ordering Process: CES currently offers (4) four procurement/purchasing options: the "Traditional Method", the "Online Ordering Method" through Contractor's website and the "Direct Purchase Method" through the CES Blue Book and Leasing.

1. **Traditional method**, CES Members/ Participating Entities will submit signed purchase orders to CES at PO@CES.ORG. CES will then issue a purchase order to the Offeror. The Offeror must agree to never accept a purchase order directly from the CES Member/Participating Entity based on this procurement method. The purchase order you receive must be issued by CES.
2. **Online ordering through Offeror's website**, which allows the CES Members/Participating Entities to go online and create an order through the Offeror's system; the Offeror delivers the product/services; invoices the CES Member/Participating Entity; the CES Member/Participating Entity pays the Offeror; and the Offeror rebates the CES administrative fee to CES, unless an agreement to deviate from this process has been approved in writing by both parties.
3. **Direct Purchase:** For CES Direct Purchase the CES Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror and Member. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the CES Member/Participating Entity directly and collect payment. CES will invoice Offeror the CES 2% administrative fee.
4. **Leasing:** The Offeror will rebate the CES administrative fee based on the full amount, of the lease upon payment to the Offeror by the leasing company. CES must be provided a copy of the lease agreement for compliance.

Patent and Copyright Infringement: 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:

1. Give Offeror prompt written notice of any such claim after becoming aware of such claim.
2. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations.

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 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 to 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.

Payments by CES Member or Participating Entities: For the purchase by a CES Member or Participating Entity directly from

the Offeror for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Offeror will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Offeror is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days may not beconsidered.*

Payment of Administrative Fee: When a CES Member or Participating Entity issues payment directly to the Offeror for goods and services received and accepted, the Offeror will upon receipt of payment from a CES Member or Participating Entity, issue payment to CES for the CES administrative fee as invoiced by CES.

Price List/Pricing: The Offeror will furnish CES with electronic copies of or provide electronic access to the approved current price list for products and services offered under this solicitation. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with AEPA and approved by CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES, CES Member or Participating Entity. All pricing must include the CES two percent (2%) administration fee.

Price Quote/Proposal: When preparing a quote/proposal, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment, and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum, all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES two percent (2%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by AEPA and CES.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to theOfferor.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goodsdelivered.
3. The Offeror must obtain from the CES Member or Participating Entity written documentation identifying the work completed and goods received to be submitted with progress paymentrequest.
4. Payments will be made only after actual goods and/or services are verified, received, and accepted by the CES Member or Participating Entity.
5. Payments will be made in full compliance with the CES Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations, and statutes.
6. If the estimate of work and/or goods received are not approved and certified by the Member or Participating Entity. CES, Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
7. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract executed as a result of this solicitation will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this solicitation will become the property of CES and be a matter of public record available for review, under the supervision of CES staff from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 10601 Research Rd. NE., Albuquerque, NM 87123.

Quality: Unless otherwise noted in this solicitation, Offeror warrants that for one (1) year after acceptance of the equipment or materials or work performed for the CES Member or Participating Entity, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated withthem;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged, and marked as the contract may require; and

5. Conform to the written promises or affirmations of fact made by Offeror.

Safety Measures: Offerors will take all necessary precautions for the safety of CES, CES Member and Participating Entity Staff and the public in general when installing, delivering goods, or services to CES, CES Members or Participating Entities physical location

Safety Standards: All items supplied to CES Member or Participating Entity will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES Member or Participating Entity, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES Member or Participating Entity. Samples will be free of charge and submitted and removed at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Member or Participating Entity will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member or Participating Entity will have the right to dispose of them.

Serial Numbers: Equipment offered/proposed in this solicitation must have the original manufacturer's serial number.

Severability: The provisions of any contract executed as a result of this solicitation are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application

Shipping Errors: Offeror agrees that shipping errors will be at the expense of the contractor. For example; if the contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the contractor to pay for shipping charges back to the manufacturer or distributor, etc., at the convenience of the CES Member or Participating Entity.

Shipping Terms: FOB Destination, "pre-pay and add "unless otherwise indicated by the CES Member or Participating Entity. The receiving agency will notify CES, the Offeror and/or Freight Company promptly of any damaged goods and will assist the Freight Company/Offeror in arranging for inspection.

Smoking: All contract holders and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Stored Materials: Upon prior written agreement between the Contract holder and CES Member or Participating Entity, 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 CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contract holder against loss and damage. Offeror agrees to provide proof of insurance coverage and addition of CES Member or Participating Entity as an additional insured upon agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of a buying CES Member or Participating Entity and be separated from other materials. The buying agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the CES Member or Participating Entity, it shall be the Contract holder responsibility to protect all materials and equipment. The Contract holder warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGRT) and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. No NMGRT can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Contract holder shall include such taxes as a separate item on the original invoice to CES.

Termination for Material Breach: Either Party may terminate any Agreement by notice to the other Party, for any material breach of said Agreement by the other Party, if such breach is not cured within ten (10) business days after the breaching Party receives notice of such breach from the non-breaching Party; provided, however, if such breach is not capable of being cured within the ten (10) business day period, the cure period shall be extended for an amount of time that the Parties agree to in writing and is reasonably necessary to cure such breach, so long as the breaching Party is using diligent efforts to do so. In case

of Default and/or Breach by the Offeror, for any reason whatsoever, CES or the CES Member or Participating Entity may procure the goods or services from another source and hold the ~~Offeror~~ Contract holder responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and CES or the CES Member or Participating Entity may also seek all other remedies under the terms of said Agreement and under law or equity.

Termination for Convenience: CES can, by written notice stating the effective date, may terminate any Agreement for convenience in whole or in part, at any time. CES, its Member or Participating Entity shall pay for acceptable work performed prior to the Contract holder receipt or issuance of a notice of termination. The Contract holder shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Termination for Default: CES reserves the right to terminate in whole or any part of any contract executed as a result of this solicitation due to the failure by the ~~Offeror~~ Contract holder to carry out any obligation, term or condition of the said contract. CES may issue written notice to the ~~Offeror~~ f Contract holder or acting or failing to act under but not limited to the following conditions.

1. The Contract holder provides material that does not meet the specifications of the contract.
2. The Contract holder fails to complete the services set forth in the specifications of the contract.
3. The Contract holder fails to complete the work required or to furnish the materials required within the specified time.
4. The contract holder fails to make progress in the performance of the contract and/or gives CES cause to believe that the Contract holder will not or cannot perform the requirements of the contract.
5. The Contract holder fails to observe any or all of the terms and conditions.
6. The contract holder accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Offeror will have ten (10) business days to provide a satisfactory response in writing to CES. Failure on the part of the Offeror to satisfactorily respond shall result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice to Contract holder terminate the contract if the Contract holder is found in violation of any of the following: NMSA 1978, § 13-1-191, NMSA 1978, § 30-24-1, NMSA 1978, § 30-24-2, NMSA 1978, § 30-41-1 to NMSA 1978, § 30-41-3.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this solicitation and executed through the AEPA/CES procurement process may be terminated for insufficient appropriations or authorizations. If sufficient appropriations and authorization are not made by the Legislature of New Mexico, or the CES Member or Participating Entity's Governing Body, any Agreement executed as a result of this solicitation shall terminate immediately upon written notice being given by CES, or the CES Member or Participating Entity to the Contract holder. CES, its Members or Participating Entity's Governing Body decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contract holder and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of NMSA 1978, § 13-1-156 and shall be dismantled and removed at the Contract holder expense.

Warranty: The Contract holder agrees that the tangible personal property or services furnished shall be covered by the most favorable commercial warranties the Contract holder gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to CES and/or the CES Member or Participating Entity and are in addition to and do not limit any rights afforded to CES and/or the CES Member or Participating Entity by any other Clause of this Agreement or order. Contract holder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Warranty – Value Added Reseller: If Contract holder is a value added reseller (VAR) for products solicited as part this (RFP) and not the Original Equipment Manufacturer (OEM) or licensor, the Contract holder shall forward all warranties to CES or the CES Member or Participating Entity which are provided to the Contract holder from the OEM, and to the extent granted by the OEM, CES or the CES Member or Participating Entity shall be the beneficiary of the OEM's warranties with respect to the products. Contract holder shall not be a party to any such warranties between CES or the CES Member or Participating Entity and the OEM.

Year-End Procurement: Purchase orders (PO) issued to an Offeror for goods must be delivered and services must be

completed five (5) days prior to the CES Member or Participating Entity fiscal year end (June 30th), unless agreed upon in writing by both the CES Member or Participating Entity and the Offeror. CES must receive all invoices dated for the prior fiscal year by the 10th business day in July. The CES Member or Participating Entity may cancel purchase orders not completed by June 25th. The CES Member or Participating Entity may issue new or revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

CES SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION

The Contract shall be governed by the laws of the State of New Mexico and parties agree that the State of New Mexico District Court of the County where the Project is located shall have jurisdiction to resolve all claims, issues and disputes not otherwise resolved in accordance with contract documents. Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein; and if through error or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall be amended without cost to make such insertion or correction and that the remainder of this Contract shall remain in effect and not be affected thereby.

Americans with Disabilities Act: For any project contracted under this RFP, the Proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. The Construction Industries Division does not review plans and specifications for compliance with the ADA or ADAAG. The issuance of a building permit and compliance with the minimum codes do not ensure compliance with ADA or ADAAG. It is the Offeror's responsibility for compliance to ADA and ADAAG requirements for Lots under this Category.

Assignment of Antitrust Claims
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this project are hereby assigned to CES and the Owner but only to the extent that such overcharges are passed on to the Owner.

Bonds: All bid, performance, and payment bonds, if required, are to be issued by a corporate surety company authorized to do business in New Mexico as approved in federal circular 570 published by the United States Treasury Department.

1. Upon RFP submittal, CES requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars ($25,000) in response to this RFP. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
2. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
3. Prime Contract must identify its bonding capacity in the solicitation. Contractor will have the right to refuse work once its bonding capacity has been reached.

Change Orders:

1. A mutually agreed upon system for establishing changes orders must be identified, including changes in scope and changes in compensation for the prime Contractor. All change orders will be agreed to in writing by the Contractor and the CES Member or Participating Entity. No change order or Supplemental Job Order that increases the cost of the project will be permitted without a purchase order to CES from the Member ordering the change.
2. A copy of the approved change order must accompany a revised purchase order to CES. Minor changes mutually agreed upon between the CES Member or Participating Entity and the Contractor that do not involve compensation may be made without informing CES.

Claims and Disputes
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.

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.

Commencement Date/Substantial Completion Date:
CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor.
1. Upon substantial completion of the project and as part of the project close-out phase, the Contractor will deliver to the CES Member or Participating Entity all associated paperwork to include but not limited to as built drawings, executed warranties, and guarantees applicable to the goods and services provided and any owners and operating manuals.

Construction: As defined in the New Mexico Procurement Code Regulations under 13-1-40 NMSA 1978. Definition: "construction" means 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 pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; 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 shall 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.

Contract between Owner, Buyer and Contractor: The Owner, Contractor, and CES shall execute a CES Three- Party Agreement for any project that requires a Davis Bacon or NM wage decision This Three- Party Agreement must be signed by all parties prior to the Contractor starting any work. In reference to this document, the Owner is a CES Eligible Agency; the Buyer is CES, which is acting as a conduit through which title to tangible goods may be vested in Owner. CES warrants and assures the Owner that it has complied with the State of New Mexico Procurement Code, Public Works Minimum Wage Act, the Public Works Contract Act, and the Subcontractor Fair Practices Act. The parties may agree to use as a guide the following; American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201, PSFA General Terms and Conditions, or Engineers Joint Contract Documents Committee (EJCDC®).

When using this agreement, the Contractor is responsible for providing CES with the information required to complete the Three-Party Agreement and must be executed prior to the first payment request is submitted to CES by the Contractor. It is at the discretion of the Owner and the Contractor to determine if an additional industry standard contract is to be executed in addition to this contract, including but not limited to, American Institute of Architects (AIA), The Engineers Joint Contract Documents Committee (EJCDC®) or Public School Facilities Authority (PSFA).

Contractor: As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978: "contractor" means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, bridle path, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or mining appurtenance; leveling or clearing land; excavating earth; air conditioning, conduit, heating or other similar mechanical works; electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.

The Act includes subcontractor and specialty contractor; and includes a construction manager who coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer, and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions, and advise concerning construction.

Contractor License: As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. A Contractor's license is required for this contract. Exceptions per the NM Regulations and Licensing Department trades that have been de-classified are as follows:
GS-3 Tile

GS-10 Fencing
GS-11 Fixtures, Cabinets, Millwork
GS-12 Flooring
GS-17 Ornamental Iron and Welding
GS-18 Painting GS-22 Sandblasting
GS-26 Vaults and Depositories
GS-28 Gunite
GS-6 Doors are incorporated into GS-14 Windows and Skylights

1. No person shall act as a Contractor without a license issued by the division classified to cover the type of work to be undertaken.
2. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed Contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a Contractor licensed to perform that work.

Contractor's Price List:
Prices offered through the entire term of any contract awarded as a result of this RFP shall be current and will included the CES one point two five (1.25%) administrative fee. Should the contractor fail to update pricing with CES, the contractor shall honor their pricing on file with CES at the time of their quote submittal to the CES Agency. Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, Manufacturer's Suggested Retail Price (MSRP), Gordian, JOC Core/RSMeans, or line-item pricing if applicable. they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the internet.

Construction Materials: The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime Contractor's name. Damaged or un- labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Agency's contact person.

No products that contain asbestos fibers shall be used. Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state, and federal laws for the handling and disposal of asbestos.

Cost of the Work: If material costs covered by this solicitation should substantially increase or decrease beyond the prices established at time of solicitation's due date due to conditions beyond the control of the Contractor, a temporary price increase or decrease may be approved by CES, upon written request, prior to the development and submitting of a cost proposal to a CES Eligible Agency for their approval on an individual project. Upon receipt of such a request, CES will verify and issue a written determination accepting or rejecting the Contractor's request.

Insurance: The Contractor shall ensure that liability insurance is maintained in accordance with the laws of NM (See General Terms and Conditions) and may, at Contractor's option, either insure the activities of Subcontractors or require them to maintain insurance to cover all claims that may occur. If the Owner is damaged by the failure or neglect of the Contractor to maintain insurance as described above, then the Contractor shall be liable for all costs and damages properly attributable thereto.

1. The insurance required shall be written for not less than limits of liability required by law. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after final payment.
2. Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least **forty-five (45) days** prior written notice has been given to the Owner. If any of the foregoing insurance coverages are requested to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor with reasonable promptness.
3. The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates, and dates of expiration of policies of Insurance. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Certificates of Insurance shall be in the appropriate Cordiform.

4. Worker's Compensation Insurance shall be provided as required by applicable State law for all employees engaged at the site of the Project under this Contract, including Subcontractor employees. In case any class of employee engaged in work on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and cause each Subcontractor to provide Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000). Failure to comply with the conditions of this Subparagraph 11.1.5.1 will subject this Contract to termination.
5. Public Liability Insurance shall not be less than the liability amounts set forth in the New Mexico Tort Claims Act, §41-4-1 et seq. NMSA 1978, as it now exists or may be amended.
6. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.

Insurance – Property:
Unless otherwise stated, Builder's Risk coverage may be furnished by the Owner. The Contractor shall provide insurance which will protect the interests of the Contractor and Subcontractors in the Work. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made.

Licenses: The Contractor will maintain and inform CES of current status of all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services. Any Contractor using subcontractors must hold a current and appropriate Contractor's license, as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978 to enter into such contracts. It is the responsibility of the Contractor to ensure that any subcontractors performing under this RFP hold and maintain the appropriate Contractor's licenses as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978. The Contractor is responsible to ensure that all Sub-Contractors maintain current all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services.

Liquidated Damages: 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.

Liquidated damages and early completion incentives will be between the CES Eligible Agency and the Contractor and must be agreed upon in writing. If the CES Eligible Agency declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.

Lumber Species: Per the laws of New Mexico, In the construction, erection or repair of all buildings and structures under this contract, the Contractor is hereby required to use, whenever the species of lumber necessary for such construction or repair work is available in this state, such species of lumber produced from timber grown in the State of New Mexico.

Maintenance of Building Systems: The Offeror of the various facility components or systems electrical/ mechanical/ structural must have or have access to and offer comprehensive maintenance support services to CES Members and Participating Entities. If a third party is used to provide maintenance or warranty work, Offerors must include with the proposal details of any such arrangement. Factory certified, and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours of receiving a call and service in rural areas within 24 business hours of receiving a call. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES Members or Participating Entities. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn-around time is 48 hours.

New Mexico Building Codes and Regulations
The Contractor shall perform in compliance with all applicable national and state building codes.

- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID…"

- NMAC 14.5.8 - Investigations and Enforcement
- NMAC 14.5.9 - Code Bond Determinations
- NMAC 14.6.3 - Contractor's License Requirements
- NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13-3 NMSA 1978.
- NMAC 14.6.7 - Modular Building Structures
- NMAC 14.7.2 - 2015 New Mexico Commercial Building Code
- NMAC 14.7.6 - 2018 New Mexico Energy Conservation Code
- NMAC 14.7.7 - 2015 New Mexico Existing Building Code
- NMAC 14.7.8 - 2015 New Mexico Historic Earthen Buildings
- NMAC 14.7.9 - 2018 New Mexico Commercial Energy Conservation Code
- NMAC 14.8.2 - 2015 New Mexico Plumbing Code
- NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
- NMAC 14.9.2 - 2015 New Mexico Mechanical Code
- NMAC 14.9.3 - 1997 Uniform Mechanical Code
- NMAC 14.9.4 - Boilers
- NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
- NMAC 14.10.4 - 2017 New Mexico Electrical Code
- NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
- NMAC 14.11.3 - 1997 Uniform Plumbing Code
- NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
- NFPA 54 - 2018 National Fuel Gas Code
- NFPA 58 - 2017 Liquefied Petroleum Gas Code.
- Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978.
- LP Gas Act, Sections 70-5-1 through 70-5-23 NMSA 1978.
- Procurement Code, Sections 13-1-28 through 13-1-199 NMSA1978
- Public Works Contracts, Sections of 13-4-1 to 13-4-43 NMSA 1978
- Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA1978
- Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
- Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA1978 New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing, and ensuring that construction projects, Contractors and owners follow and comply with New Mexico laws, rules, regulations, policies, and procedures.

NMDWS: New Mexico Department of Workforce Solutions, a state agency responsible for the administering and ensuring that all Contractors, and subcontractors follow and comply with New Mexico and Federal labor laws and applicable policies and procedures governing employment and the general workforce.

NMDWS Contractor Public Works Registration Requirement: As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime Contractor that does not provide proof of required registration for itself. Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions on a form provided by the division and in accordance with the Department of Workforce Solutions department rules.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening and keep their registration current during the term of the contract and all contract extensions.

New Mexico State Wage Rate Documentation:

1. The New Mexico Department of Workforce Solutions (NMDWS) requires that certain forms be completed for every project in excess of $60,000. CES will submit for the wage decision and, upon receipt of the decision, will provide it to the prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NMDWS and must provide CES with a copy of the following required forms: Notification of Award, Statement of Intent to Pay Prevailing Wages,

and Affidavit of Wages Paid.

2. The prime Contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to NMDWS with a copy being mailed, faxed, or e-mailed to CES, prior to the start of the project. The Affidavit of Wages Paid must be submitted to NMDWS with a copy being mailed, faxed, or e-mailed to CES at the conclusion of your work on the project. The prime Contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to NMDWS, with a copy being mailed, faxed or e- mailed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and for projects $25,000 or greater until the Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

Payment Retention, Progress Payments:

1. In order to comply with 57-28-1 to 57-28-11 NMSA 1978, CES will not retain any funds on progress payments during any construction projects. The prime Contractor agrees to only request payment for stored materials and work completed and accepted by the CES Eligible Agency.
2. Final payment of a contract, will not be made until the project is totally completed and accepted by Owner, including punch list items and close out documents delivered, and the final application for payment is signed by the CES Eligible Agency, received, and audited by CES.

Permits, Fees and Notices:

Building Permits are required subject to New Mexico State Statutes, Section 60-13-45 NMSA 1978, and the provisions of the CID rules, no building or structure shall be erected, constructed, enlarged, enlarged, altered, repaired, moved, improved, removed, converted or demolished, and no electrical wiring, plumbing or mechanical work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division. It is the Offeror's responsibility to secure all required building permits for the construction services offered under this Category and Lots.

Progress Payments for Construction:

All progress payments must be invoiced through CES. It is the responsibility of the CES Agency and/or its designee to review and approve any estimates of work completed. Per 57-28-5 NMSA 1978 A "If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete…" In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Project Records: The Contractor shall be required to provide accurate record documents for each portion of the work as part of its bid for that portion of the work, without additional cost to CES or its Eligible Agencies.

1. For audit purposes, a copy of any contract(s) and agreement(s) between the CES Eligible Agency and the prime Contractor must be kept on file in the CES office. It is the responsibility of the prime Contractor to supply a signed copy of any contract(s) and agreement(s) to CES.
2. Upon substantial completion of the project and as part of the project close-out phase, the prime Contractor will deliver to the CES Eligible Agency all associated paperwork (as built drawings, executed warranties/ guarantees applicable to the goods and services provided and any owners/operating manuals).
3. The prime Contractor must agree that the CES Eligible Agency reserves the right to release information about the project, and that any advertising of the project by the prime Contractor must be approved by an authorized official of the Agency.

Project Schedule: The CES Eligible Agency retains the right to extend the schedule of work or to suspend the work and to direct the prime Contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.

New Mexico Public School Facilities Authority (NMPSFA) - Special Conditions

When a New Mexico public school district builds a project utilizing a CES Contract with funds that have been appropriated by the Public School Capital Outlay Council (PSCOC), the NMPSFA and the school district become co-owners of the project until the work is completed and accepted. Therefore, NMPSFA must be involved in project discussions and their representative must approve and submit the documents before payment can be issued.

Upon obtainment of substantial competition, the Contractor, Eligible Agency's, and NMPSFA's representative will develop a punch list of items that need to be completed or resolved. The Contractor will complete the punch list and provide required close-out documents and applicable certificates of code compliance from the various state and local governing authorities prior to requesting final payment.

Quality Control:

1. During the course of the contract, the CES Member or Participating Entity contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to or better than specified; the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
3. Should test results prove that materials tested were functionally equal to specified material; the prime Contractor will be notified of the results.
4. During the execution of the project and/or during the project close-out process, the CES Member or Participating Entity and the Contractor encounters a situation and/or condition that they cannot agree on or resolve, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

Safety: All work shall comply with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the Contractor must inform the Eligible Agency of the situation.

1. The Contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.
2. Contractor must advise Agency's contact person whenever work is expected to be hazardous to students, Agency's employees, or operators. Failure of the work to comply with currently adopted codes and requirements when a project is inspected, and a certificate of occupancy is required will be corrected by the Contractor at no additional cost of the owner.
3. Material Safety Data Sheets for any material supplied will be provided to the owner as part of the Project Close Documents or as request of CES Member or Participating Entity.
4. When working, loading, unloading, repairing, or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in, if the area is not protected.
5. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The Contractor will advise the CES Member or Participating Entity contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
6. All of the work and items supplied on this contract will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

MSDS – Material Safety Data Sheets

The Contractor will furnish the CES Eligible Agency's representative(s) copies of MSDS' for all products used prior to use at any of the agency's facility. The Contractor must update copies of the MSDS on an annual basis and when any new products are introduced into any agency's facility or added to the contract prior to the product being used. The Material Safety Data Sheets shall comply with OSHA Regulation 1910.1200, Paragraph G.

Site Access: Access to the construction space will be limited to the way agreed upon by the parties. The Contractor shall hold CES and its Eligible Agencies harmless from damage from trespassing on property of others.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/ Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. There shall be no dumping of construction debris or other material on the Agency's property. Any material that requires special handling as dictated by federal or state law shall be removed in compliance with the requirements of those laws. All such materials shall be removed from the site and properly disposed of by the Contractor.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

If construction space is directly under, above, in or near the CES Eligible Agency's used space, the prime Contractor must agree to receive written approval from the contact person prior to interrupting any activities or programs.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location, and site conditions that exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the Member/Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or

until the Member/Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre- installation requirements.

Site Supervision: During all phases of a project, the Contractor will have a qualified and experienced foreman in the area of construction being performed; the individual must be qualified and knowledgeable of all specifications and requirements of the project and provide continuous supervision and coordination of activities to assure that project outcomes are met.

1. When working or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in any unprotected area to keep students and adults from wandering into the area.
2. All equipment, tools and machines used in the performance of this work by either the prime Contractor or subcontractors will be maintained in satisfactory working conditions and meet or exceed industry standards at all times.
3. When fixtures, such as air conditioning and other equipment are moved to perform work, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases, or odors from entering the owner-occupied areas used during the construction or repair services. Appropriately licensed tradesmen will perform all required disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES Eligible Agency.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions rules, regulations, procedures, and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars ($60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:

A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
   1) Five Thousand Dollars ($5,000); or
   2) One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).

B. Address of the place of business
C. Subcontractor license number
D. Type of work or services to be performed by the subcontractor.
E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.

2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA1978.
4. Subcontractors shall provide performance and payment bonds to prime Contractor if the sub-contract is greater than $125,000 pursuant to 13-1-148.1.
5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract requiring licensure will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "…within seven days after receipt of payment from the owner, contractor or subcontractor…" pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously,

without delay and will not cause any disturbance, interference, or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.

9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
10. Contractor and Subcontractor are responsible for complying with the provisions of §22-10.3.3.B NMSA 1978, regarding employees' having unsupervised access to students. The Contractor and Subcontractor may be required to obtain background checks for any employee working on a CES project per the CES Member's or Participating Entity's background check policy prior to accessing the project site.

Subcontractor Insurance: In addition to the Insurance requirements specified in the CES General Terms and Conditions the Contractor shall ensure that prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Substantial Completion and Project Acceptance:
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall promptly prepare and submit a punch List that includes incomplete and non- compliant Work to be completed or corrected prior to final payment. Failure to include any item on a punch list does not alter the responsibility of the Contractor complete the work in accordance with the agreement between the Owner and the Contractor. Owner and Contractor shall agree on a close-out schedule to include equipment maintenance manuals, instructions, heating or cooling, utilities, insurance, etc. and establish the date of completion for Certificate of Substantial Completion.

Tests and Inspections:
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Contractor shall schedule tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, provided by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals unless otherwise provided in the Contract Documents. The Contractor shall give the Owner and if applicable, the Design Professional, timely notice of when and where tests and inspections and approvals are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

Temporary Utilities: Cost for temporary utility services that are part utilized during the construction process will be identified and agreed upon in writing by the CES Eligible Agency. Utility services utilized by the Contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the Contractor and can only be transferred to the Agency on written agreement specifically stating what Contractor's utilities it will be responsible for.

Warranty after Substantial Completion:
The Contractor shall, within 11 months after the date of Substantial Completion, correct all the Work that is found to be non-compliant. If after one year from the date of Substantial Completion any of the work is found to be deficient the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless, the Owner has previously given the Contractor a written acceptance of such condition. During the eleven- month period for correction of the Work, if the Owner fails to notify the Contractor and gives the Contractor an opportunity to make the correction, the Owner waives the rights to require the correction by Contractor and to make a claim for breach of warranty.

WARRANTY – Construction:
Construction warranty refers to a **warranty** for **construction** that is given by the contractor for the project. Such **warranty** states that the substantially completed project is free of structural, electrical, plumbing, and other defects, and is fit for the intended purpose.

The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime Contractor's name. Damaged or un-labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the CES Member or Participating Entity contact person.

Contractor warrants that all construction and related services provided shall be performed in a good workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, in accordance with all requirements of

the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations, and other requirements including safety requirements.

Contractor further warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES, or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor, and reimbursable expenses.
2. Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
    a. Of a quality to pass without objection in the industry or trade normally associated with them;
    b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
    c. Of even kind, quantity, and quality within each unit and among all units, in the variations permitted by the contract;
    d. Adequately contained, packaged, and marked as the contract may require; and
    e. Conform to the written promises or affirmations of fact made by Contractor. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.
3. The Contractor will be responsible for ensuring that all warranty work is completed either by performing the work itself or by working with the Agency to have it completed by a third party or subcontractor. The Contractor will remain available to the Agency should added services be required after warranty obligations are met. Even if final payment is made, if the Agency discovers an unfinished or missing job component or improperly installed material or equipment during the first year after acceptance which should have been completed as part of the original project scope of work, the Contractor will complete the work in a timely fashion at no additional cost.
4. The Contractor may offer extended warranties and maintenance agreements for additional cost to the CES Eligible Agencies as a separate line item. Upon request, no-cost training must be offered by the prime Contractor for the maintenance staff of the Agency and will be arranged after the installation and as part of the purchase contract.

19. **North Dakota, North Dakota Educators Service Cooperative (NDESC)**
General Terms and Conditions (All Categories)

a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.

c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.

d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with North Dakota Statutes and guidelines. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.

e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:

   i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

   ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

   iii. That a violation of this section is a misdemeanor; and

   iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

f. **Participating Agency:** A participating agency shall be defined under Chapter 54-40.3 of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

g. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

h. **Vendor Orientation:** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

8. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by NDESC, the contracted vendor will work with NDESC to develop an order form, or order forms, containing the most commonly purchased items, that NDESC can utilize to market the contracted vendor to its participating agencies.

9. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and consult with the Vendor determine if the Vendor can meet the requirements for construction- related products and services, according to Chapter 48-01.2 of the North Dakota Century Code, and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor can confirm that business can be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products and services, the contracted vendor must also send a duplicate quote to NDESC. The quote provided to NDESC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. Fifty thousand dollars ($50,000) or more for educational agencies and two hundred thousand ($200,000) or more for municipalities in North Dakota; or
2. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

10. **Insurance**

The Vendor shall purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, 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 of NDESCs individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying NDESC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to NDESC. COIs must be updated and sent to NDESC upon insurance coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

NDESC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

11. **Procedure for Contract Award, Notification and Processing Orders**

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the NDESC Board of Directors, NDESC

will inform its participating agencies of the award.

a. The contract will be listed and promoted on the NDESC website (**www.ndesc.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. NDESC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. NDESC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to NDESC and/or AEPA information only.
e. 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.
f. Ordering Methods
    i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
    ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. NDESC requires that all participating vendors offer the contract opportunity to all NDESC participating agencies.

12. Administrative Fees and Reporting

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:

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

This report shall include all sales made and payments received by the Vendor in said quarter. The sales report shall be emailed to Jane Eastes at jeastes@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to NDESC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Jane Eastes, NDESC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

13. **Express Online Marketplace**

NDESC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of NDESC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. NDESC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. NDESC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, NDESC will require integration into Express promptly.

20. OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC)

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

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.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

14. Successor and Assigns

OCEPC and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OCEPC nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of OCEPC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.

2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.

3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the

Contractor shall contain the applicable rates and such terms and provisions as may be required by law.

4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. **Procedures for Processing Orders:**

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.
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 attached to the administrative fee remittance.

E. **Agencies Allowed to Purchase under Member Agency:**

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

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Reviewed and Approved: May 18, 2016
Revised and Approved May 17, 2017
Reviewed and Approved May 15, 2019
Review and Approved January 6, 2021

21. **Oregon, Intermountain Educational Service District (IMESD)**

A. Additional Agency Terms and Conditions – all categories

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. *(Reference: ORS 334.185*)

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by ligation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.
In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.
HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.
The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products.
These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.
HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

B. Additional Agency Terms and Conditions – Non-construction Products and Services

None

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.
As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is $50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds $50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds $50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder
Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure
If the contract involves asbestos or asbestos abatement, the contactor or subcontractor must be licensed under ORS 468A.720.

4. Bonding
If this contract is a public improvement contract in excess of $100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure
Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

(i) 5% of the project bid, or $15,000, or
(ii) $350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

(a) the Subcontractor's name, and
(b) the category of the work that the Subcontractor would be performing, and
(c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.
THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:
Bid #:
Bid Opening Date:
Name of Bidding Contractor:
Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed $100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.
List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least $15,000 [if the dollar value is less than $15,000 do not list the Subcontractor above], or

(b) $350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):
Contact name:
Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

"Owner" means the public entity executing the Contract of which these provisions are a part.
"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4)and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6)

(a) If the contract is for public works and is over $50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHD/PWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their

subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.
By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in

this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedure for Agencies Processing Orders under IMESD in Oregon

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.

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 fee based on the sale of goods and services collected by the vendor.

E. Agencies Allowed to Purchase under IMESD in Oregon

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

22. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

***A.* Additional Member Agency <u>General Terms and Conditions that apply to all categories</u>**

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, District of Columbia, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DC, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshows, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.

e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on the vendor's web site promoting or a specific KPN landing page and providing a link to the KPN website.

f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.

g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.

h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

Compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

When a KPN member seeks to procure goods and services through a KPN contract 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 following procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"):

a) Contractor Violation or Breach of Contract Terms:
Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any Contract award will be subject to such provisions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

b) Termination for Cause or Convenience:
For any purchase or contract in excess of $10,000 made using federal funds, the contractor agrees that the following term and condition shall apply:
The KPN member may terminate or cancel any purchase order under this a contract at any time, with or without cause, by providing seven (7) business days' advance written notice to contractor. If an agreement is terminated in accordance with this Paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN Member prior to 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).

c) Equal Employment Opportunity:
Except as otherwise provided under 41 CFR Part 60, all KPN member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive

Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Contractor agrees that such provision applies to any KPN member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Contractor agrees that it shall comply with such provision.

d) Davis-Bacon Act:
When required by Federal program legislation, the Contractor agrees that, for all KPN member prime construction contracts/purchases in excess of $2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 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, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor 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.
The contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the contractor is conditioned upon the contractor's acceptance of the wage determination. The contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

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

g) Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

h) Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor certifies that The Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor further agrees to immediately notify the KPN member with pending purchases or seeking to purchase from the contractor if the contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) – Bidders who 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Bidders agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

j) Procurement of Recovered Materials:
For KPN member's purchases utilizing Federal funds, the contractor 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 the District 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.

k) Profit as a Separate Element of Price:
For purchases using federal funds in excess of the simplified acquisition threshold currently set at $250,000, the KPN member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the KPN member, the contractor agrees to provide information and negotiate with the KPN member regarding profit as a separate element of the price for a particular purchase. However, the contractor agrees that the total price, including profit, charged by the contractor to the KPN member shall not exceed the awarded pricing.

l) Bonding Requirements:
Pursuant to 2 C.F.R. § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at $250,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the KPN member, provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- **i.** A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- **ii.** A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- **iii.** A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. The bonding requirements set forth above are in addition to and not in limitation of any bonding requirements under applicable state law.

m) Not-To-Exceed Price:
If requested by the KPN Member, on any contract based on time and materials, the Contractor shall set a ceiling price that Contractor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

n) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:
Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- **i.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- **ii.** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- **iii.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- **iv.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- **v.** Using the services and assistance, as appropriate, of such organizations as the Small Business

Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

o) Equivalent Products:

i. Comparable (Alternate) Products: Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

ii. Substitutions for Cause: A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions. The KPN members reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

iii. Substitutions for Convenience: Bidders may not propose substitutions for convenience.

p) Preference for American Made Materials:
Contractor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the Eligible Entity.

General Compliance and Cooperation with KPN member:
In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the KPN member, it shall make a good faith effort to work with the KPN member to provide such information and to satisfy such requirements as may apply to the KPN member's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

***B.* Additional Member Agency General Terms and Conditions for <u>Non-Construction Products and Services</u>**

None

***C.* Additional Member Agency General Terms and Conditions for <u>Construction Products and Services</u>**

The following items refer to all projects involving construction or construction related services:

Vendor and/or Contractor agrees that, in performance of the services required under this Agreement, Vendor and/or Contractor shall abide by all Federal, State, Local, and Pennsylvania Department of Education laws, and regulations that may apply to renovation under this bid, including, but not limited to, those listed below. Vendor and/or Contractor shall also abide by the state and local laws and regulations of other states where a member is located. It is the responsibility of the Vendor or Contractor to determine applicability and requirements of any such laws and to abide by them. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder and in the Invitation for Bid.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

(1.) In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(2.) No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

(3.) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, ET. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious

creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 49.101.

COMPETENT WORKMEN: Projects where the total estimated cost is $25,000 or less, Section 7-752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: Projects where the total estimated cost is greater than $25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(1.) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.

(2.) The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(3.) These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.

(4.) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

(5.) No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

(6.) All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

(7.) The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

a. Name of project.

b. Name of public body of which it is constructed.

c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(8.) The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

(9.) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered

with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

(10.) Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

(11.) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.

(12.) Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

(13.) The provision of the Act and the Regulations are incorporated by reference in the Contract.

(14.) The current prevailing wage threshold for Pennsylvania is $25,000. However the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.

(15.) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is

agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of $250,000 for each employee, $2,000,000 policy limit and $250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee <u>prior to the beginning of work for the school entity</u>. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above <u>prior</u> to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor.

(4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's Antibid-Rigging Act, 62 Pa. C.S.A.§ 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by the Agency. Each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

PREVENTION OF ENVIRONMENTAL POLLUTION: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all Invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Mark C. Carollo, Associate Director of Cooperative Purchasing at the Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847. His telephone number is 570-246-5936, and his e-mail address is mcarollo@csiu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

D. Procedure for Processing Orders

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 names, contact names, addresses and phone number 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 also produce an annual report for all purchases made under this contract for a period beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. 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 provide 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 Advertised Price can be included.

E. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from their home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

23. **South Carolina, Carolinas Alliance 4 Innovation**

1. **General Overview**
   a. Carolinas Alliance 4 Innovation (CA4I) is now the AEPA representative for the state of South Carolina.
   b. CA4I is a non-profit public benefit corporation whose mission is to promote innovative solutions in transportation, infrastructure, engineering and education for the purpose of economic development.
2. **Eligible Entities**
   a. CA4I is able to serve City, County, and State Government; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.
3. **General Terms and Conditions that apply for all categories**
   a. **Governing Law:** The laws of the State of South Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
   b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Greenville County, South Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Greenville County, South Carolina.
   c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
   d. **Award:** Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies. In the event of an award, CA4I will inform its members of the award and contract by the following methods along with contract instructions and ordering process.
   e. **Processing Orders:** When the 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 fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee 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
      i. The total cost of goods, service, and installation, including the 2% administrative fee.
      ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.
      iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.
      iv. The Vendor makes all deliveries and installations of products and services. CA4I does not warehouse items or provide installation services.
      v. This administrative fee is to be paid by the vendor to CA4I, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information:
         1. Name of purchasing agency
         2. Address of purchasing agency (city, state, zip code)
         3. Date of purchase
         4. Invoice number
         5. Amount of purchase
         6. Administrative fee generated by sale
         7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter. The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org

24. **TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center**

A. Additional Terms and Conditions

(1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Vendors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Vendor sales. TexBuy does not charge any fees to participating government agencies.

(2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.

(3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Vendors in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an MWBE.

(4) **School District awards** shall not consider whether a Vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.

(5) **Felony Conviction Notice** (TexBuy Vendors will be required to sign a standard form required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

(6) **Criminal History and Background Checks,** in accordance with Texas Education Code Chapter 22, Subchapter C, shall be required should any employee or agent of an awarded Vendor a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101). Vendor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a Vendor that has been debarred, suspended, or is otherwise ineligible for participation in federal assistance programs.

(8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/Vendors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:

(a.) The Vendor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the Vendor.

(b.) AND the Vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree family members as defined in the Texas Government Code

(c.) OR a family relationship exists between the LGO and the Vendor's employees or agents as defined in the Texas Government Code, chapter 176. A sample Form CIQ is available here https://www.ethics.state.tx.us/forms/conflict/.

(9) **EDGAR Certification Form (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative member 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 (also known as the "Uniform Guidance" or "EDGAR''). All Vendors submitting proposals must complete this EDGAR Certification Form regarding the Vendor's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

(10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, the state or a state agency shall not enter into contract with a Vendor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any federal antitrust laws.

(11) **Commitment of Current Revenues Only**: any contract resulting from an award shall be a commitment of current revenue only and shall allow the participating governmental agency the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the agency's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.

(12) **Pursuant to Texas Government Code Chapter 2271**, as amended, if any proposed contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to a sole proprietorship.

(13) **Pursuant to Texas Government Code Chapters 2274 and 809**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott energy companies and will not boycott energy companies during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(14) **Pursuant to Texas Government Code Chapter 2274**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(15) Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any resulting agreement.

(16) The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars ($1,000,000.00) or more, the Vendor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Vendor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(17) **Certificate of Interested Parties**: Pursuant to Section 2252.908 of the Government Code, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Information regarding the Certificate and online filing process is available at https://www.ethics.state.tx.us/filinginfo/1295/.

(18) **State of Texas Franchise Tax**: By signing the proposal, the Vendor certifies that the Vendor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.

(19) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

(20) **Recycled Materials**: a participating governmental entity shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 Texas Administrative Code 328.203

(1)

B. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

(1) **Certification of Residency (TexBuy Contractors will be required to sign a standard form it required by the State of Texas):** Texas Government Code Chapter 2252, Subchapter A requires TexBuy to determine the residency of its contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose

principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**
"A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(2) **Miscellaneous**

(a.) **Performance Bonds** when required by Texas , Government Code Chapter 2253, shall be furnished by the successful contractor in an amount equal to one hundred percent (100%) of the total amount of the contract , underwritten by such surety company as the participating agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the participating agency.

(b.) **Payment Bonds** when required by Texas Government Code Chapter 2253, shall be furnished by the successful contractor, in the amount of the contract, solely for the protection of all claimants supplying labor and material as r defined, in the prosecution of the work provided in said contract, for the use of each claimant.

(c.) **No less than the Prevailing Wage** rates must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded contract. Texas Government Code Chapter 2258. The prevailing wage rates are determined by the participating agency. If federal funds are used, the prevailing wage rate will be as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(d.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 and 22.08341 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101). Contractor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(e.) **Architect/Engineers**: No architectural or engineering services shall be procured by TexBuy on behalf of any Texas governmental entities, see Texas Government Code 791.011(h). A Texas school district may not enter into a contract to purchase construction-related goods or services through TexBuy in an amount greater than $50,000 unless a person designated by the school district certifies in writing that: 1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Texas Occupation Code Chapter 1001 or 1051; or 2. The plans and specifications required under Texas Occupation Code Chapters 1001 and 1051 have been prepared.

(f.) By submitting a proposal, the Vendor certifies as follows: under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

(3) **Insurance:** The contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the minimum coverage required below or the minimum coverage required by the Participating Agency, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

(a.) Contractor's Liability Insurance: Produce and maintain in force the following kinds of insurance by companies licensed to do business in Texas and acceptable to the Participating Agency. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:

Employer's Insurance Workers' Compensation—Statutory Employer's Liability
Bodily Injury by Accident Each Occurrence—$100,000.00
Bodily Injury by Disease Each Employee—$100,000.00
Policy Limit—$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:

Each Occurrence—$500,000.00
General Aggregate—$500,000.00

Automobile Liability - Including non-ownership, hired and owned vehicle coverage:
Bodily Damage Each Person—$250,000.00
Each Occurrence—$500,000.00
Property Damage Each Occurrence—$250,000.00

All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site.

(b.) Umbrella or Excess Liability: excess over the above liability policies in the amount of $2,000,000.00 each occurrence/aggregate. (Combined Limit)

(c.) Workers' Compensation Insurance Coverage.

.1 Definitions:

1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project,

for the duration of the Project;

9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 Texas Administrative Code §110.110(c)(7)]

C. Procedure for Processing Orders

(1) Purchase orders are issued by participating agencies to the Contractor.

(2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.

(3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.

(4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

D. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, located in Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

25. **Virginia, Fairfax County Public Schools**

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. **DEFINITIONS-**

   AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

   BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

   CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

   COUNTY: County of Fairfax.

   GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

   PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

   SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

   STATE: Commonwealth of Virginia.

2. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

3. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

4. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

5. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

6. **INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

   DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

7. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

8. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
    b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
13. TERMINATION OF CONTRACT FOR CAUSE-
    a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
14. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
15. **CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
16. **GENERAL GUARANTY**-Contractor agrees to:
    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
    b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
    e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
17. **SERVICE CONTRACT GUARANTY-**Contractor agrees to:
    a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
    b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
    c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules,

regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

18. **INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

19. **NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each Subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

20. **DRUG FREE WORKPLACE-**During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug- free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. OFFICIALS NOT TO BENEFIT-

a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible

benefit.

c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

22. **REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

23. **COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICE OF SMALL BUSINESS-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than $1,000,000 in annual receipts.

d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

25. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

26. **PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

27. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

28. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

29. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
   1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
   2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
   1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
   2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
   3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
   4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
      (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
   5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
   6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
   7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

30. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time

of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

31. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

32. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

26. **Washington, King County Directors' Association (KCDA)**

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated, KCDA shall do the following:

- Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.
- Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.
- Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:
KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes against Children:
The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9S.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal B u r e a u of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:
All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts. The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:
If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:
The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:
The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:
KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:
Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:
(a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship;(c) be free of defects in design, materials and workmanship; (d) be merchantable;
(e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:
The KCDA Members and Associate Members are to be taxed.

Term of Contract:
The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:
RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Order Procedure

After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/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 Contractor 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 Purchasing Director, Thomas Kim at tkim@kcda.org and CFO, Yohan Lee at ylee@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 295 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

a) Public Works:

State of Washington statute requires workers be paid **prevailing wages** when employed on **public works** projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding $1,000,000.00 must declare who their HVAC, Mechanical and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below,

- State public works estimated to cost $1 million dollars or more;
- Department of Transportation projects estimated to cost $2 million or more;
- All school district public works projects estimated to cost $1 million or more; and
- All public works by a state four-year institution of higher learning estimated to cost $1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by

contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

b) **Prevailing Wage:**
Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency**. **All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions**, Davis-Bacon** prevailing wage requirements apply to public works construction contracts of $2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at https://sam.gov/content/wage-determinations. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

c) Responsible Bidder:
Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation

demonstrating compliance with the criteria.

Low Responsible Bidder

State Responsibility Criteria**.** The Bidder must meet the following state responsibility criteria:

1 At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2 Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
   a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
   b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
   c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.
6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

Payment & Performance Bond:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand

($150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

d) **Permits**:
Obtaining permits is the responsibility of the Member. Awarded Contractor may provide guidance and/or assistance in obtaining necessary permits. If Contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

e) **Certificate of Insurance:**
A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must approve the certificate of insurance and endorsements.

f) Acceptable Pricing Method:
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

g) Progress Payments:
The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

a. Contract Number
b. Bid item ID, bid quantity, unit, unit price and description as appropriate
c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

h) Payment Retainage:

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

i) Force Majeure:

Except for payments of sums due, neither party shall 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 or responsibility 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; industry-wide labor disputes; civil disorders; fire; flood; snow; 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 or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall 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. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall 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, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

27. West Virginia, West Virginia Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to Mountain State ESC, its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

7. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

8. Audit

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.

9. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.

11. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

12. Price Quotation

Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.

13. Jobs Act

As the unemployment rate in the State of West Virginia is significantly higher than most other states, the West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed $500,000.00 in cost, to hire 75% of their workers from the local labor market. The local labor market is defined as including every county within the State of West Virginia as well as any county outside of West Virginia, if any portion of that county is within 50 miles of the state border.

There are certain exclusions to this requirement, which includes an exemption for projects that contain any amount of federal funding as well as an allowance for out-of-state contractors to bring two (2) of their own employees from outside the local labor market to work on the project and still remain in compliance.

14. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.

B. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38- 2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3.

C. Procedures for Processing Orders:

The Mountain State ESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of Mountain State ESC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the Mountain State ESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the Mountain State ESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd Street, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the Mountain State ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

D. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MOUNTAIN STATE ESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non- profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

E. No Debt Affidavit

The No Debt Affadavit is administered in accordance with the West *Virginia* **Code,** *§5A-3-10A*

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor Is a debtor as defined in this section and the debt owed is an amount greater than $1,000 in the aggregate.

28. Wisconsin, Cooperative Educational Service Agency - CESA Purchasing

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page "piggyback" memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statues Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

29. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES):
Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:
PREFERENCES Wyoming Statutes provide for percentage preferences for items supplied by Wyoming resident bidders and for items produced or grown in the State of Wyoming. Preferences may not be applied when federal funds are involved. Preference will be given in accordance with W.S. 16-6-101, 16-6-102, 16-6-103, 16-6-104, 16-6- 105, 16-6-106, 16-6-107, and 16-6-301, as amended. For bids involving federal funds please refer to W.S. 16-6-108. Please contact the Department of Workforce Services, Division of Labor Standards
Resident & Non-Resident VENDOR REGISTRATION REQUIREMENTS:
Secretary of State 2020 Carey Avenue Cheyenne, WY 82002 Phone: (307) 777-7378 website: http://soswy.state.wy.us/
Department of Workforce Services Division of Unemployment Insurance 100 W. Midwest P.O. Box 2760 Casper, WY 82602 Phone: (307) 235-3217
Public Works and Contracts: Vendor shall comply with all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii)
Every Contracted Vendor Employee shall provide a valid State issued Identification Card upon entry of any educational facility.
Members Customer Client Purchasing: NEW BOCES NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. All K-12 school districts, Community Colleges, Child Development Centers, Residential Child Care Institutions, Utah Educational Service Agencies, all Non-Profits and all Municipalities are eligible to participate in NEW BOCES cooperative purchasing programs within the State of Wyoming and Other States as requested. "Agencies" means Counties, Municipal Corporations, School Districts, Community College Districts, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe, the business council of the Northern Arapaho Indian tribe. Providing facilities or functions enumerated in W.S. 16-1-104(c);
No member user is obligated to use these services, but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous.
Procedure for Processing Orders: Upon bid award to the Contractors/Vendors, NEW BOCES will inform its members and other qualifying purchasers of the contract:

- When the customer identifies a desired product or service as available through the AEPA/NEW BOCES contract and agrees on price as presented to the customer by the awarded AEPA/NEW BOCES vendor, the customer then issues to the vendor a purchase order for that item or service.
- 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.
- Administrative/Marketing fees will be payable to NEW BOCES on the 15th in the months of April, July, October, and January with all checks payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716.
- Vendor makes all deliveries and installation of products and services. NEW BOCES does not warehouse items nor provide services.
- No other Cooperative shall be offered or used by awarded Contracted Vendors within the participating member customer clients of NEW BOCES.

Vendor Contact: Vendor will designate to NEW BOCES an individual(s) who will represent them. This contact person(s) will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to NEW BOCES members upon award of this bid.
NEW BOCES Commitment to Awarded Contract Vendors:
1) Website postings www.newboces.com under Cooperative Purchasing. Includes but not limited to News & Announcements, Public Calendar Events, Awarded Contracts, and Flyers.
2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.
3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members.
4) Attend Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors. A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor.

4. **State Specific Forms**

An AEPA Member Agency (State) may have forms relating to this solicitation that require completion before an award is made by that AEPA Member Agency.

For this solicitation, New Jersey is the only AEPA Member Agency with required forms. The forms can be found on the following pages.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

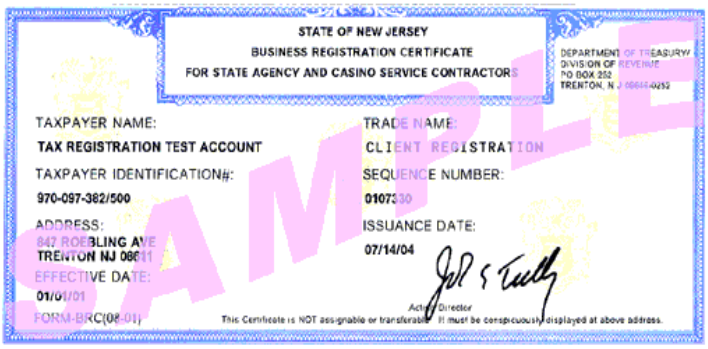
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

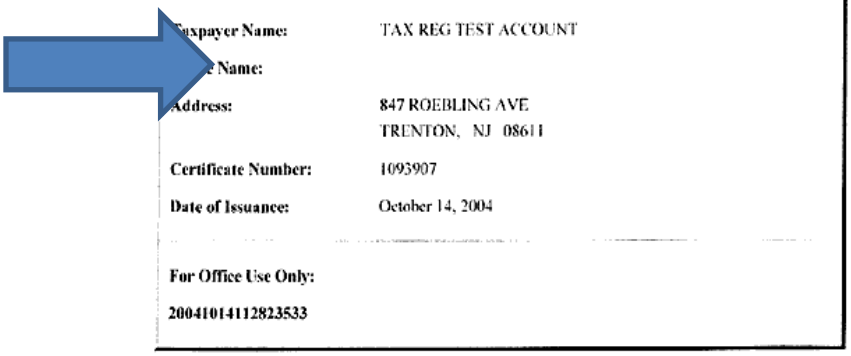
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
970-097-382/500
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01
FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330
ISSUANCE DATE:
07/14/04

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)
"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period."

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)
"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county,
  - of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)
No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "***NO"*** to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm _____

Address _____
City, State, Zip _____

Name of Authorized Agent _____Title _____
SIGNATURE _____ Date _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

Date: _____

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company _____ Name _____

Signature _____ Title _____

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********* MALE**********					********FEMALE**********				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

SAMPLE

To download the AA-302 form, click this link:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned

by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check “Retail”.

ITEM 3 - Enter the total “number” of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering “None” or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. “Single-establishment Employer” shall include an employer whose business is conducted at only one physical location. “Multi-establishment Employer” shall include an employer whose business is conducted at more than one location.

ITEM 8 - If “Multi-establishment” was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the Include City, County, State and Zip Code. This is Number. not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block “Yes”.

ITEM 15 - If the answer to Item 15 is “No”, enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR’S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[1]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm

of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____
Organization Address: _____
City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

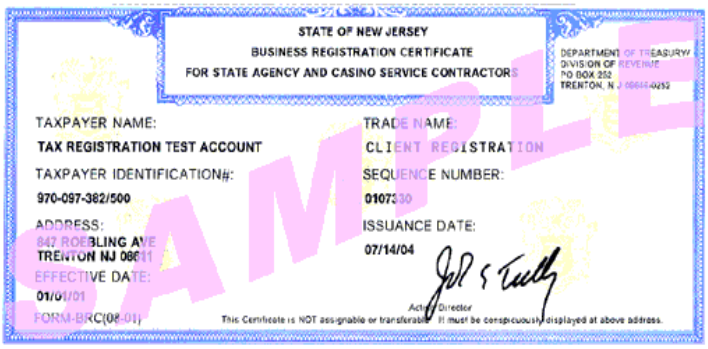
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

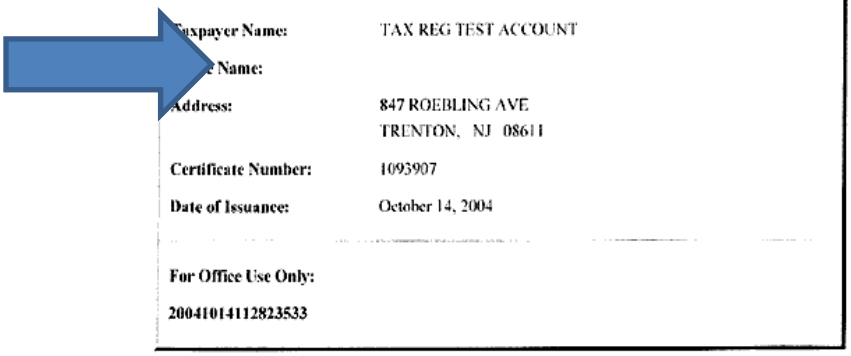
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
970-097-382/500
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01
FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330
ISSUANCE DATE:
07/14/04

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

RETURN PRIOR TO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable**.**

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

RETURN WITH BID

Educational Services Commission of New Jersey
Business Office
1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[2]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[2] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**		
Signature			**Date**	

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm

of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____
Organization Address: _____
City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]

Tax Effective Date 10-15-10

Document Locator No. [redacted]

Date Issued 10-14-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

CONTRACTOR'S REGISTRATION EVIDENCE —"Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that *"No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact: Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. **DPMC Prequalification--** Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds $20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. **Prequalification Affidavit--No Material Adverse Change**

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed $20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification--**(For Contracts Exceeding $20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.
Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts--**(For Contracts Exceeding $20,000) - N.J.A.C. 17:19-2.13(a)
The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS
The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed athttps://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

-Affirmative Action Evidence – Construction type contracts
-Americans with Disabilities Act of 1990
-Assurance of Compliance
-Certificate of Authority
-Certifications and Licenses as applicable
-Contractor's Registration Certificate (Public Works)
-Disclosure of Investment Activities in Iran
-Equipment Certification
-Insurance Certificate as outlined in the bid specifications;
-New Jersey Business Registration Certificate
-New Jersey School Development Authority Prequalification
-Notice of Classification Form (DPMC)
-Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
-Prevailing Wages Compliance Certification
-Statement of Ownership (Ownership Disclosure Certification)
-Statement of Suspension or Debarment
-Subcontracting Assignments
-Sworn Contractor's Disclosure
-Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
-Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement –

RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

EXHIBIT B - RETURN WITH BID

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
:
(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company _____

Signature _____

Name _____
Title _____

Sample-AA201

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER

2. CONTRACTOR ID NUMBER

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name:
Address:

CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD

6. NAME AND ADDRESS OF PROJECT

Name:
Address:

COUNTY

7. PROJECT NUMBER

8. IS THIS PROJECT COVERED BY A PROJEC
LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.

or

B) _____leases or controls all the necessary equipment as required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and

2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company_____

Authorized Agent

Title_____

Authorized Signature_____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over $20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am_____ *(Position in Company)*, and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ *(Name of Company)* is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).
Type of Contract/Trade Classified: _____
_____
Classification Approved Amount $_____
A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is $_____ as of _____(Date).
A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

_____ _____
Signature of Authorized Representative **Date**

Sworn and subscribed to before me this _____ day of _____ in the Year __

_____ _____Notary Public of _____
Signature of Notary **Print Name of Notary**

My Commission Expires:_____ _____ _____ **SEAL**
Month Day Year
_____

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed $2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. **Sub-Contractor for** _____
Name of Subcontracting Company_____
Address_____
City, State, Zip_____
Telephone_____Fax_____
E-Mail _____FEIN No_____
Authorized Agent _____ Title _____

Certification of Equipment
The_____hereby certifies the above named
Name of Bidding Company
subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____
Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM *(Continued)* - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Other _____

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail _____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I_____ the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;

2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;

3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.

5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company_____

Name of Owner or Officer_____

Signature of Owner or Officer_____

Notarized before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____
Month Day Year

-SEAL-

RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify

that the amount of uncompleted work on contracts is $_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

_____
Name of Firm

_____
Signature

_____
Title

_____

_____
Address

_____
Phone

Sworn to and Subscribed before me

This day ____ of _____ 20___
Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format
so that we can copy and paste into our website.
Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	**Title of Bid: _____** **Bid #_____**
Vendor	
Representative	
Address	
Telephone #	
Fax #	
Email	
Website	

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID			
1.	Affirmative Action Construction Contracts Acknowledgement **and** Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit **Notarized and Sealed**
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over $20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # **(Upon award)**	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment **Notarized & Sealed**
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate **(Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		
Signature: _____ **Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.**			

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
ss:
COUNTY OF_____

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the _____
Title Name of Company

I am the respondent making the Proposal for this contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Educational Services Commission of New Jersey relies upon the truth of all statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

_____
(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____
Month Day Year

SEAL *STAMP*

Upon award of contract, Facilio can work with each client to create a full marketing plan. Facilio has a robust marketing team that comprises demand generation, design, content, PR and product marketing functions and is primed to deliver full-fledged integrated marketing campaigns.

MARKETING PLAN AND PROCESS

Facilio will work with AEPA to gain deep understanding of the 29 AEPA state member agencies as well as market the partnership in order to reach all the member agencies. To start with, Facilio would organize a series of strategy sessions to develop a marketing calendar with details of planned campaigns via multiple channels. Facilio would also set up recurring cadence meetings to track and update the progress of the planned campaigns as well as gather any feedback.

Our initial plan would be target member agencies and educational institutions via the following channels:

1. PR: In consultation with AEPA, Facilio would work to launch a PR campaign publicizing this partnership among member agencies across the 29 States. Facilio's PR team will work closely with relevant publications to plan advertising campaigns as well as organic articles that promote the partnership.
2. Email outreach: Facilio will work with AEPA to understand the right audience for this partnership and run email outreach campaigns informing member agencies as well as individual schools, universities and colleges.
3. Digital advertising: Facilio will run search ad campaigns on online search engines like Google and Bing targeted at educational institutions to attract anyone interested in procuring a CMMS or energy management software. Facilio will also display this contract award prominently on the webpages used in those campaigns.
4. Events/Tradeshows: Facilio will ramp up participation in tradeshows where member agencies are expected to participate increasing visibility as well as publicizing this partnership.

COLOR PRINT ADVERTISEMENTS/PAMPHLETS/BROCHURES

Facilio has a well staffed design team within the marketing department that is adept at producing vibrant color print advertisements that can be used by AEPA as well as Facilio. Facilio also has a full-fledged team of content writers and product marketing specialists who maintain a full library of content and marketing collateral that will be customized for the purpose of this partnership. We are also ready to create any content/collateral that AEPA may request or feel necessary.

WEBSITE

Facilio is also working on adding a new solutions page on our website focused on educational institutions that will show how universities and colleges can benefit from our facility management and energy management products. Upon approval from AEPA, Facilio can highlight our contract with AEPA on our website as well as other landing pages targeting educational institutions in the United States.

ISSUES LIST

AEPA 024-D Part A Terms and Conditions - CMMS – Final

Page No.	Clause no. and Paragraph	Original Clause	Facilio Response	Proposed Alternative
15	Delivery Terms, Conditions, and Requirements Point 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.	We do not agree to any liquidated damages.	Deletion of this clause.
30	Termination for Convenience	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.	Facilio typically does not agree for its customers to have a right to terminate for convenience as it is financially detrimental to Facilio.	Deletion of this clause.

Note: Apart from the above sections, Facilio would like to reserve its rights to include industry standard provisions to the definitive agreement that would be more appropriate and necessary to the nature of services contemplated to be provided to AEPA.

Implementation Guidelines

Project Phases

Phases are very important for Facilio Project Managers to successfully implement within client production environments. By thinking in terms of phases, Facilio Project Managers ensure that the deliverables produced at the end of each phase meet their purpose, and that project team members are ready for the next set of tasks.

As part of preparation activities, the implementation team identifies all required deliverables for each phase in a scope of work that identifies all sequential and required tasks. The planning team assembles the task lists into a drafted project plan, which is then validated by the rest of the project team. At the end of each phase the client, the Facilio Project Manager, and any defined approvers, which may include the project board, project sponsor, or key stakeholders, sign off on the deliverables for that phase. Once the deliverables have been approved, the phase is deemed complete, and the project team moves on to the next phase.

The typical Facilio project phases are as follows:

1. Project strategy and business case alignment
2. Preparation and planning
3. Design
4. System configuration
5. Development and testing
6. User acceptance and end-to-end testing
7. Training and business readiness
8. System launch
9. Transition to Business as Usual and benefits realization
10. Project close

Phase Descriptions

Project Strategy and Business Case Alignment

In this key phase, the project team confirms the overall project business objectives with the client, and proposes the approach or methodology that is best to achieve the objectives within the framework of the client's business constraints and requirements. The deliverable at the end of this phase is the approval of the high-level project plan and of the business case that validates the approach the client has chosen to use.

Preparation and Planning

Facilio Project Managers work with key stakeholders and project team members who have already been identified to establish and start the project to:

- Complete a high-level work task breakdown
- Determine the project's high-level plan at the milestone level and work with appropriate project team members to create detailed plans for each phase
- Identify and recruit additional project members as required
- Produce the project kickoff document
- Put actions in place to secure key resources (e.g., reserve rooms for the training phase)

Design—Process, System, & Development

Facilio's team starts creating the project's deliverables using the project strategy, business case, and Project Initiation Document as the baseline. At this point, the project team works with relevant client stakeholders to develop the designs of the primary deliverables.

Established client project boards or project sponsors are typically responsible for signing off on the overall design; however, project managers may also request input from other stakeholders, such as end users, to ensure the proper build of business ownership of the project deliverables. If changes to existing client processes are required, the Facilio project team will create and use flow charts or swim lane diagrams to create a detailed process map of how the end product and new process will work in the client's environment.

During the Design stage, a quality audit is conducted to review all possible scenarios and potential project issues before starting to build project-specific deliverables. Problems are almost always easier and cheaper to fix in the design stage than they are once the detailed work of implementation has started. Defined client stakeholders are carefully selected for the detailed design phase. For Facilio projects that have significant technical risks and uncertainties, or at the client's request, Facilio may include a proof-of-concept phase that can impact final design based on practical feedback and experience from the client stakeholders.

A completed audit of the design phase is required to advance to the next phase of the project, either the system configuration or development and testing phase.

System Configuration

Facilio's Platform is set up and configured to each client's business process as part of the implementation process. During this stage of the project, Facilio implementation teams configure the system based on the agreed designs. This configuration will include client specific nomenclature, business process flow, user roles and security rules, and other setup tasks as required.

The result of this work is a configured client instance in Facilio's Platform that will be used for various tasks throughout the remainder of the project including testing, training, and providing clarity on how the system will support the client's business requirements. For all but the smallest projects, Facilio will make a test environment available for the project team to use, and modify the client setup as needed throughout the project to best fit the client's needs.

A completed audit of the system configuration by a senior member of Facilio's implementation team and sign off from the client's designated representative are required to advance to the User Acceptance and end-to-end Testing ("UAT") phase.

Development and Testing

When a circumstance arises where Facilio's Platform does not have the functionality needed to meet client specific processes as defined in the project design, or when interfaces to other systems are required, the Facilio project team works with the client to design and build new functionality within the system. Facilio follows a distinct Systems Development Life Cycle ("SDLC") process. The two most visible steps for our clients in the SDLC process are the Business

Requirements Document ("BRD") and the Business System Design ("BSD") documents.

- BRD – This document is typically authored by the client and outlines the business reason why the development is needed. The document should focus on what is required, rather than on how to achieve it, which is usually delegated to the system design or system requirements document, which focuses on how the software will work. The BRD must include an overview of the defined gap within Facilio's Platform, sample business use cases where the new functionality would be utilized, and the expected outcome from the system. In addition, cost justification of designing and developing software to solve the problem, specifically when best practice guidelines are not being followed, may be requested. Several iterations of the BRD may be required as the document is exchanged between Facilio and the client to define exactly what is required.
- BSD – This document is authored by Facilio and addresses how the system will meet the client's business requirements outlined in the BRD. The BSD will typically contain both a narrative of how the system will work along with designs of the navigation, screens, expected inputs/outputs, and any other necessary details. Once the initial draft of the BSD is created, Facilio will present it to the client for approval; again, several iterations of the BSD may be needed as the document is exchanged between Facilio and the client to define exactly what is required.

The remaining steps in the SDLC are internal to Facilio as functionality is updated in the system for the relevant integrated modules.

Facilio utilizes an internal tool to manage the SDLC process for all modifications to the applications, including new products, enhancements, and bug defects. Clients can have specific access to our web issue-reporting tool to review the status of an issue, or can choose to work with their designated Facilio solution engineers for a status report on any issue. While the details of this process are extensive, the process is summarized in figure 2, below.

Once development of the new feature is completed, Facilio personnel will test all delivery components thoroughly to confirm that they are working per the design's specifications. Upon completion, the Facilio project team meets with the client and walks through the new features in the application to familiarize the client with the changes to the system and garner final approval. The new functionality is

then integrated into the client's test environment being used for the project for thorough testing and training.

A completed audit of any new feature in the development and testing phase is done by designated client project team members and is required for the new functionality to advance to the user acceptance and end-to-end testing phase.

User Acceptance and End-to-End Testing

As the configuration and development phases are completed, the system is made available for UAT; this ensures that the configured, delivered system meets the agreed design from the client's business process perspective. Additionally, the system is tested from end to end. This includes testing data integrity throughout the life cycle, consistency of data across the system, data visualizations/dashboards, and all integrated systems.

Facilio representatives create test scripts from the designs and any BSD documentation that has been created for the project's developments to be used in end-to-end testing. Client users responsible for these areas test using the test scripts. Any anomalies are reported back to the project team for appropriate action and resolution.

A completed audit of the test scripts and any resolutions are required to advance to the Training and Business Readiness phase of the project. The only exception is when an anomaly found is deemed to be "non-material" by the project teams and stakeholders, with the stipulation that it will be rectified before the System Launch phase.

Training and Business Readiness

This stage is dedicated to preparing for the project launch or "go live". It involves the following activities and affects all users of the system as well as others affected by process changes agreed to in the design phase.

- Define process for Business as Usual ("BAU") support – This activity is typically done once the client understands the new system and process, beginning at the end of the design stage through the system configuration and sometimes, even into UAT. Support involves system support and business support to individuals affected by new processes and procedures. Non-system support is designed and implemented by the client, with advice and assistance from Facilio as requested. Facilio

and the client design and implement the system support approach based on the commercial agreement.

- Define the process and team for launch support – This activity involves the project team defining and agreeing on the client support structure to be used during launch. This often involves project team members and others who might not be involved in the BAU support process.
- Training – Training is a broad topic that involves the training strategy, the delivery mechanism for initial training, defining ongoing training documentation and needs, and identifying the training team. The approach that will be used is typically stated in the commercial agreement and may vary from providing training materials and a series of on-site and web-based training sessions to an approach where Facilio simply provides the training materials and a "train the trainer" program for the client to execute. The training strategy is discussed in detail early in the project, and training materials are drafted during UAT. The documents vary depending on the amount of development and new functionality completed for the project. Training is provided to the client business users as close to launch as possible for best results.
- Transition plan – The implementation of Facilio's Platform often involves replacing an existing system; therefore, a transition plan is required. The transition plan can vary greatly, ranging from the simple (such as training the users on Facilio's Platform and communicating the change date) to the more complex (such as installing special technology to allow/enable the legacy systems to run in parallel with Facilio's Platform for a period of time to enable a "cut over" from one system to the other).
- Transfer data to new systems as required – It is often necessary to transfer client data from legacy systems, testing environments, or other systems into Facilio's Platform prior to launch. This activity is led by Facilio data analysts and business consultants and involves data mapping, script creation, data transfer, and validation. The design and mapping phase can happen earlier in the project, while the actual transfer and validation occurs as close to the project's launch as possible to ensure the data is current.

For each of the activities in the Training and Business Readiness stage, an audit for completeness and quality is required to advance to the system launch phase.

System Launch

The system launch stage involves agreeing on the Facilio's Platform deployment approach, preparing for the launch, and the actual execution of the launch.

- **Deployment Approach**
    - This can range from a "big bang," in which all applicable applications and locations are brought online at the same time, to a phased approach of application(s) in which geographical or other defined location groups are launched until all locations are live on the new system. Deciding which approach to use is typically based on resource availability and the complexity of the solution being deployed. Other factors to consider when determining the methodology include how the client's vendor partners will be impacted. In most instances, many of these service providers are already using the system and these solutions with other customers. The core project team determines the client's deployment approach with input from the business. Once a decision is made, the preparation for launch can begin.
- **Preparing for Launch**
    - The Facilio project manager prepares a launch schedule that details the required logistics.
    - The client develops and delivers a communications plan for client locations, support department users such as Accounting, and vendor partners such as service providers.
    - The project team agrees on any "launch reports" to be run to determine compliance.
    - The project team agrees on launch status meetings required and their frequency.
    - The project team defines evaluation criteria to determine success.
    - The Facilio project manager creates a roll back plan in case of unforeseen critical issues arising.
- **Launch**
    - The launch of Facilio's Platform involves "turning on" the required functionality for affected business users and performing the

agreed transition steps defined in the transition and business readiness phase. Immediately following the launch, Facilio's project manager will ensure the implementation of the agreed plan for reports, conduct ongoing pulse meetings, and conduct any next steps based on the results. In addition, Facilio IT personnel will monitor the system to ensure normal operation, communicating the status and any associated actions required to the Facilio Project Manager. These steps continue for the duration of the launch period until all agreed sites are operational.

A completed audit of the launch and signoff by the client is required to advance to the Transition to BAU stage.

Transition to Business as Usual and Benefits Realization

The Facilio project team provides transitional support to the client after the project is launched and can be involved as needed for any other items that require support as a result of the project before team members are transitioned off the project. In our experience, client project teams are often assigned to other work too soon after the project has launched, hindering full potential realization of the project benefits. Facilio project teams continue to monitor the project benefits and validate delivery for up to 90 days after the project goes live.

Client project teams monitor benefits as part of "business as usual" activities, and should ideally continue to do so after the project is closed. A project quality audit and post go-live client survey is performed at this transition juncture to validate the results of the implementation. A positive report results in the Project Close phase.

Project Close

Closing a project is crucial to ensure the ongoing delivery of benefits to each client's organization. Facilio's project team will perform the following:

- Carry out a post-Implementation review, capturing lessons learned and the client experience and knowledge gained for use in future projects.
- Complete and store project documentation as required.
- In addition, Facilio recommends an annual system health check be completed in the future to ensure the system is being used as designed. Facilio's field services team will make recommendations during these

activities to streamline processes, ensure proper data flow, and maximize the value derived from the client's use of the application(s).

A final quality audit and project signoff from the client stakeholders is required to close this final phase.

Roles and Resources

Facilio Team	
Executive Sponsor	Ensures project success and participates in initial design. Serves as a project governance escalation point.
Project Manager	Responsibilities include mapping project plans, resources and budget, ensuring all SOP project documents are completed, managing the SOW, tracking changes, internal reporting and governance, and client reporting.
Implementation Engineer	Subject Matter, Application, and Business Process Expert. Responsibilities include process mapping, requirements gathering, product configuration, data import and export, and BI and analytics.
Customer Success Manager	Trusted advisor and client advocate. Responsibilities include being the main point of contact for the life of the contract, customer satisfaction, account management, and ensuring Health Checks are completed.
IT	Provide networking and interface work as needed in addition to providing business analyst and project management resources.

Client Team	
Executive Sponsor	Ensures project success and participates in initial design. Serves as a project governance escalation point.
Project Manager	Responsibilities include mapping project plans, resources and budget, ensuring all SOP project documents are completed, managing the SOW, tracking changes, internal reporting and governance, and client reporting.

Subject Matter Experts	Expertise and authority is required to make decisions and changes. They must also be involved in the design and training of the changes.
Service Providers	It is recommended that a few key service providers are involved in the design phase of the project.
IT	Provide networking and interface work as needed in addition to providing business analyst and project management resources.
System Admin	Responsible for system upkeep post implementation including data integrity, business processes, KPI performance, and reporting and analytics as needed.

The implementation timeline can be customized to meet each client's needs and resource availability. Typically a 90-120 day implementation can be accomplished for the initial go-live, providing the necessary resource focus is in place from the client. Below is a sample implementation timeline and task list. Please note that these are samples used for demonstration purposes only. Should Facilio be selected as vendor of choice, Facilio Professional Services and the client will engage in a scoping call during which Facilio's Professional Services department will gain a detailed understanding of the full scope of the project in order to more carefully define pricing and scheduling. Following scoping, both Facilio and the client will develop a project plan using Facilio project scheduling tools and Facilio SaaS project protocols which will detail the final timeline for the project. A full implementation timeline would be defined at the onset of the project inclusive of Pulse Calls, Data Collection and Evaluation, UAT, and training. All of these will be considered to determine the best timeline.

The client's actual Facilio's Platform implementation timeline may need to deviate from this standard depending on a range of factors, including customer resource availability, customer integration needs, customer training needs, readiness of customer data, amount of testing time the client would like, etc. Where a shorter timeline is required, the tasks outlined by week below may be condensed provided the customer has resources to support an intensive implementation schedule.

Phase I -	W -1	W 1	W 2	W 3	W 4	W 5	W 6	W 7	W 8	W 9	W 10	W 11	W 12	W 13	W 14	W 15	W 16	W 17	W 18

Prepare																			
Kickoff & Design Sessions																			
IT Setup and Configuration																			
Customer gathers data																			
Data Load, System Configuration																			
Integration Development																			
Testing																			
Training and Awareness																			
Go Live Support																			
Pose Go Live Support																			

Association of Educational Purchasing Agencies

Tabulation Report IFB #024-D - Computerized Maintenance Management System (CMMS Software)
Vendor: Facilities Management Express

General Comments: Thank you for your consideration. In the event any item has been missed or needs clarification, please contact Marc Stitt, Chief Strategy Officer at FMX, at marc.stitt@gofmx.com or 614.309.5998.

General Attachments:
Exhibit A - Marketing Plan - FMX.pdf
FMX 2023 Implementation Requirements.pdf
FMX Implementation Kickoff Template.pdf
NJ Business Registration Cert 3.10.22 Updated address (1).pdf
NJ CertificateOfAnnualReport 2023.pdf
NJ EEO Cert 55944 5.15.23-5.15.26.pdf
Part B, 8.1-8.8 Technical Requirements and Documentation.pdf
Part C - State-Specific Forms - FMX.pdf
Part D - Questionnaire - FMX.pdf
Part D - Sample copies of reporting capabilities available to customers.pdf
Part D - Samples of any training services available to customers.pdf
Part E - Signature Forms - FMX.pdf
Part F - Pricing Schedule_FMX.xlsx
Price List and_or Catalog - FMX.xlsx

RFP NO. 24-D
AEPA | Part D Questionnaire

Prepared by Facilities Management Express (FMX)

Delivered by

Marc Stitt, Chief Strategy Officer, FMX
614.309.5998 | marc.stitt@@gofmx.com

September 7, 2023

Facilities Management Express
800 Yard St #115
Grandview Heights, OH 43212

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Company Information

Name of Company: Facilities Management Express (dba FMX)

Company Address: 800 Yard Street Suite 115

City, State, zip code: Columbus, OH 43212

Website: www.gofmx.com

Contact Person: Marc Stitt

Title: Chief Strategy Officer

Phone: 614.309.5998

Email: marc.stitt@gofmx.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: _____ **public company** X **privately owned company**

In what year was this business started under its present name? 2012

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? X **No** _____ **Yes. If yes, complete the following:**

Date of Incorporation: _____

State of Incorporation: _____

Name of President: Brian Gregory

Name(s) of Vice President(s): Marc Stitt

Name of Treasurer: Jack Haslup

Name of Secretary: Sandy Widders

Is this business a partnership? ___X___ **No** _____ **Yes. If yes, complete the following:**
Date of Partnership: _____
State Founded: _____
Type of Partnership, if applicable: _____
Name(s) of General Partner(s): _____

Is this business individually owned? ___X___ **No** _____ **Yes. If yes, complete the following:**
Date of Purchase: _____
State Founded: _____
Name of Owner/Operator: _____

Is this business different from those identified above? ___X___ **No** _____ **Yes**
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

FMX is an LLC with principles noted: Jeff Wilkins, Brian Gregory, Todd Mace, Joe Onofrio (Five Elms Capital)

Is this business women-owned? ___X___ **No** _____ **Yes**

Is this business minority-owned? ___X___ **No** _____ **Yes**

Does this business have an Affirmative Action plan/statement? ___X___ **No** _____ **Yes**

Business Headquarter Location

Business Address 800 Yard Street, Suite 115
City, State, zip code Columbus, OH 43212
Phone (844) 664-4400
How long at this address? 6 Years

Business Branch Location(s)

Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____
Branch Address _____
City, State, zip code _____

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	N/A	N/A	N/A
Higher Education Institutions	N/A	N/A	N/A
Counties, Cities, Townships, Villages	N/A	N/A	N/A
States	N/A	N/A	N/A
Other Public Sector & Non-profits	N/A	N/A	N/A
Private Sector	N/A	N/A	N/A
Total	N/A	N/A	N/A

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	N/A	N/A	N/A
Higher Education Institutions	N/A	N/A	N/A
Counties, Cities, Townships, Villages	N/A	N/A	N/A
States	N/A	N/A	N/A
Other Public Sector & Non-profits	N/A	N/A	N/A
Private Sector	N/A	N/A	N/A
Total	N/A	N/A	N/A

Note: As a private company, FMX does not disclose this information a matter of policy.

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Sandy Widders	Controller	614.620.0984	sandy.widders@gofmx.com
Sales Manager	Mike Manuche	VP Sales	614.420.6732	mike.manuche@gofmx.com
Marketing Manager	Alayna McCurry	VP Marketing	740.816.9684	alayna.mccurry@gofmx.com
Customer & Support Manager	Brandi Templeton	VP Customer Success	614.940.8451	brandi.templeton@gofmx.com
Distributors, Dealers, Installers, Sales Reps	Mike Manuche	VP Sales	614.420.6732	mike.manuche@gofmx.com
Consultants & Trainers	Darin Porter	Executive Director	740.935.5682	darin.porter@gofmx.com
Technical, Maintenance & Support Services	Ethan Day	Director, Customer Support	614.569.0401	ethan.day@gofmx.com

Quotes, Invoicing & Payments	Sandy Widders	Controller	614.620.0984	sandy.widders@gofmx.com
Warranty & After the Sale	Brandi Templeton	VP Customer Success	614.940.8451	brandi.templeton@gofmx.com
Financial Manager	Jack Haslup	VP Finance	614.915.9016	jack.haslup@gofmx.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
14	Columbus	Ohio
1	Denver	Colorado
1	Baltimore	Maryland
1	Akron	Ohio
1	Philadelphia	Pennsylvania

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.

FMX leadership has extensive experience managing national and global programs of this type. In the event FMX is awarded a contract for CMMS Software as a result of this RFP, our Chief Strategy Officer (CSO) and VP of Revenue Operations will partner to deliver an extensive training and knowledge management program for our sales force and all members of the organization who may interact with the AEPA and/or its member organizations. Example content includes live training, recorded modules for reference, "how to" datasheets, and frequently asked questions (FAQ) documentation.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. 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 AEPA.

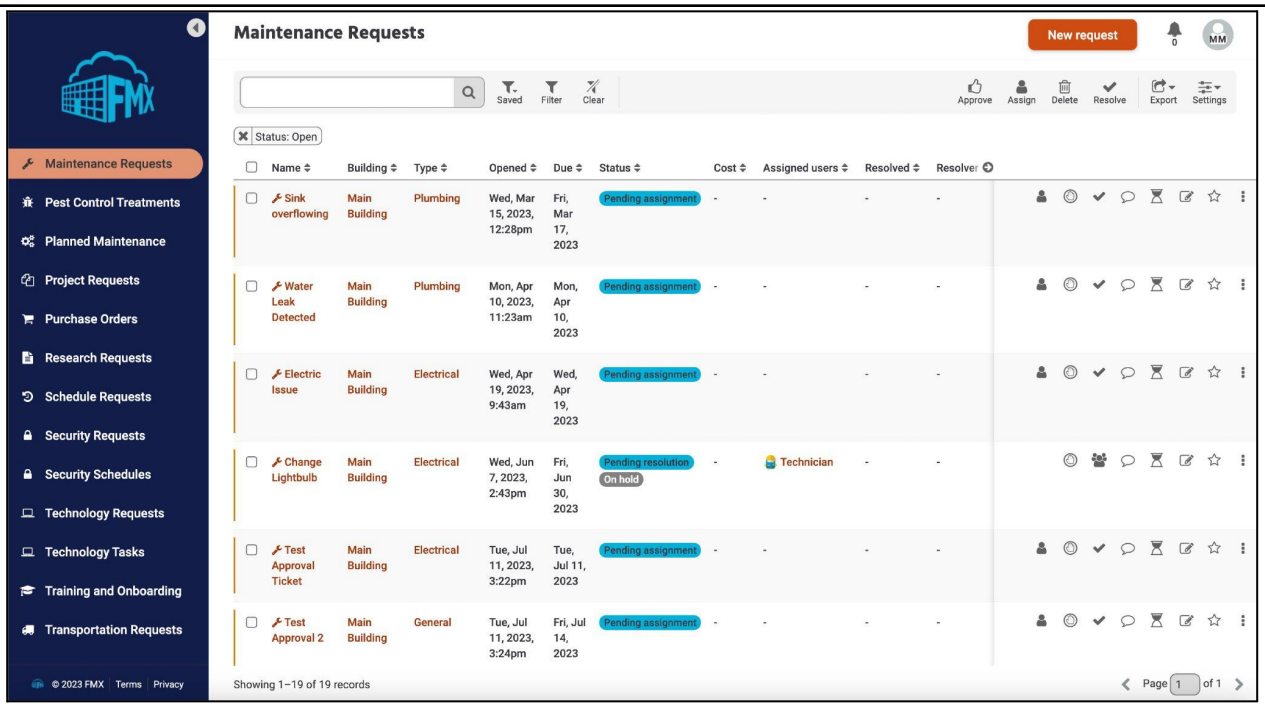
FMX is fully prepared to support and service the 29 states - and any other states/regions - in the event of this contract award. Our direct sales organization operates in a regional, territory-based model that allows us to serve organizations across the country. Further, we have the scale and capacity to engage in other partnerships with agencies who work within and beyond the AEPA should that be required for any reason.

Products, Services & Solutions

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.
FMX is a leading provider of purpose-built solutions for facilities, maintenance and operations. We are proud to serve more than 900 education organizations across the country spanning K-12 and Higher Education environments. Our solution set is highly modular and highly configurable, meaning we can meet each customer organization where they are and help them evolve further. We offer market-leading ease-of-use and boast a 99% customer satisfaction rating, an industry best. Below you can explore more about our extensive solution set.

Functionality

Provide a listing of modules for your product and what specifications from Section 5 are included in each.
FMX is pleased to share this system and capabilities overview. **Maintenance Requests** Submit, prioritize and assign work requests across your organization to streamline communication and resolve issues faster. With Maintenance Requests, users will never have to worry about manually managing work order requests. FMX makes it quick and easy for requesters to submit work orders and stay up to date on progress. At the same time, staff can focus on resolving work orders with all the information they need right from their mobile device.

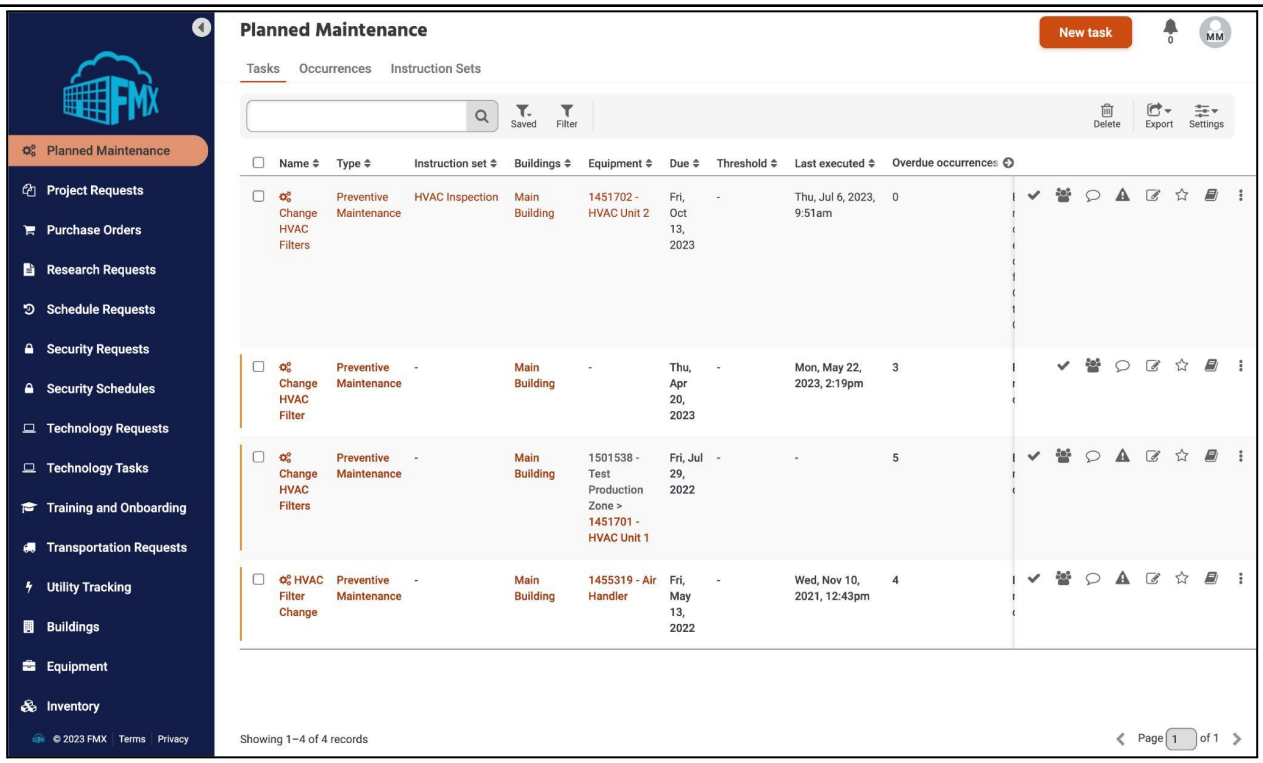


Key capabilities

- Use Calendar & To-Do views to easily see schedules, upcoming tasks, and resolve conflicts by drag and drop rescheduling.
- Communicate in-app to directly update requestors, other technicians, vendors, and more.
- Save time with auto-assignment & notifications by assigning the technician best suited to the task and sending real-time updates.
- Configure custom request forms to ensure all relevant details are captured to complete the job - attach photos, videos, documents, and more.
- Use your mobile device to quickly submit requests and ensure technicians can access all the information they need to resolve work orders.
- Utilize QR code equipment tagging to submit requests, see work order history, or view equipment information.
- Gather actionable insights with interactive reporting & dashboards that track metrics like downtime, equipment repair cost, labor time and cost, and more.

Preventive Maintenance

Prevent costly equipment issues, and ensure your equipment is operating at peak performance. Use Preventive Maintenance to schedule regular inspections and upkeep tasks to prolong equipment life, reduce downtime, maintain safety, and avoid costly breakdowns.

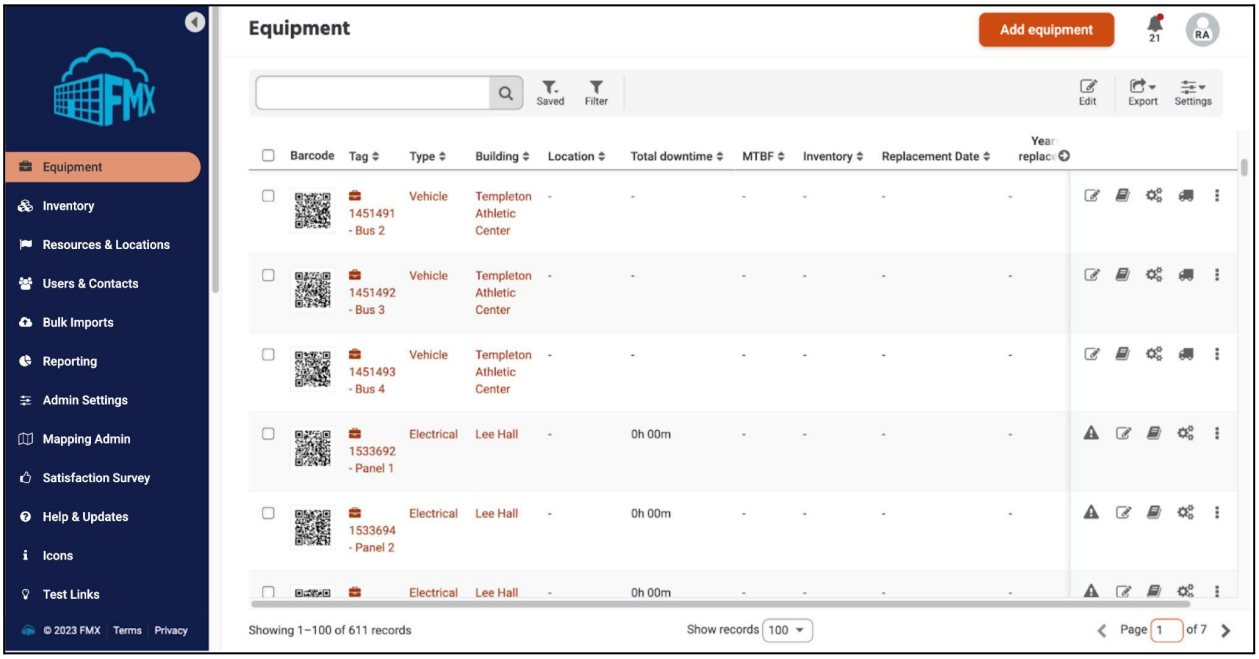


Key capabilities

- Create and apply inspection checklists and instruction sets to tasks to ensure proper regulatory standards, equipment upkeep, and manufacturer-recommended service is completed.
- Schedule regular maintenance tasks using time-based and meter-based intervals. Store important records and other assets by uploading user manuals, warranties, and more.
- View the equipment log to see the previous work history for each equipment item.
- Use your mobile device to ensure technicians can access all the information they need to resolve work orders.
- Gather actionable insights with interactive reporting & dashboards that track metrics like downtime, equipment repair cost, labor time and cost, and more.

Equipment

Get the most value from your assets and equipment. Increase asset lifespans, reduce equipment downtime, and strategically plan capital investments with reliable maintenance software.

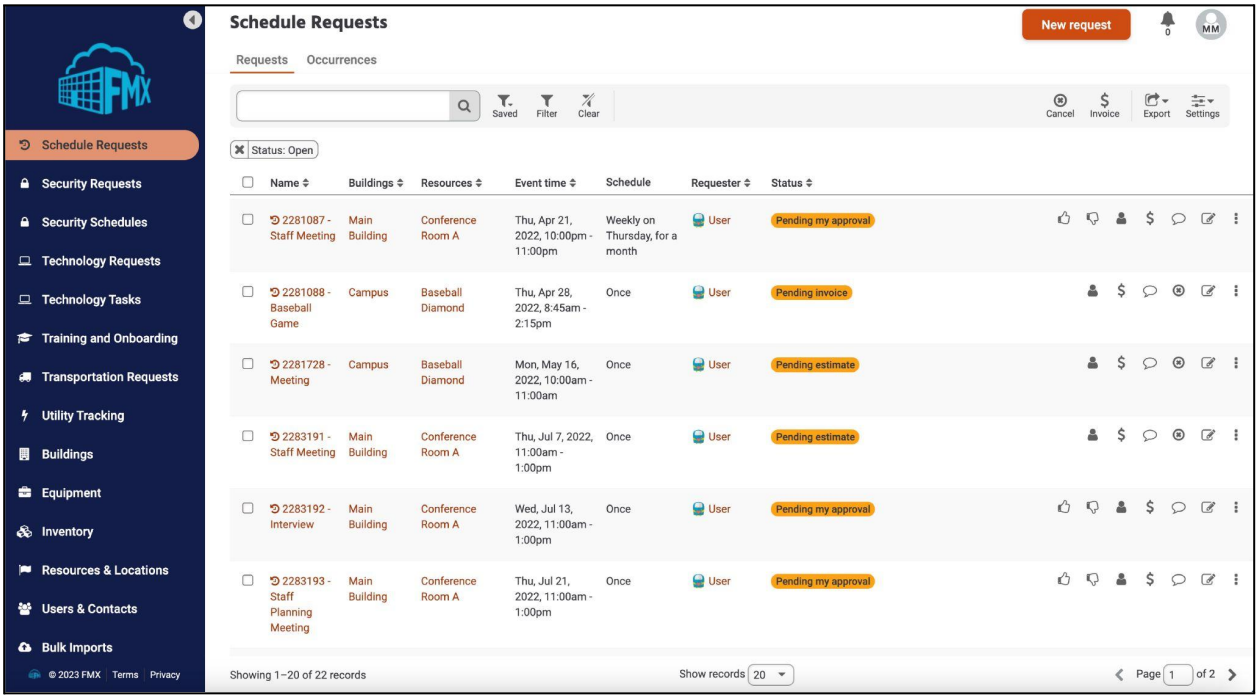


Key capabilities

- Centralize work order requests to make it easy for staff to submit, resolve, and see a history of work order requests.
- Schedule regular planned maintenance, like safety inspections, for equipment with time and meter-based intervals.
- Use QR codes to quickly see equipment details, previous work order history, or submit and resolve new work orders.
- Save time by auto-assigning the technician best suited to the task and sending real-time updates.
- View interactive reports and dashboards to see key metrics like costs, inventory usage, completion rates, and more.
- Create instruction sets and inspection checklists for all your inspections, cleanings, and QA testing.
- Integrate BAS, water/humidity/temperature sensor alerts, and more right into FMX to centralize facility operations.

Schedule Requests

Frictionless facility scheduling and equipment reservation software for your organization. FMX keeps stakeholders in the loop regarding events and meetings that matter to them. View which spaces in your facility have been reserved for specific dates and which ones are still available, ensuring no room or resource is double-booked.

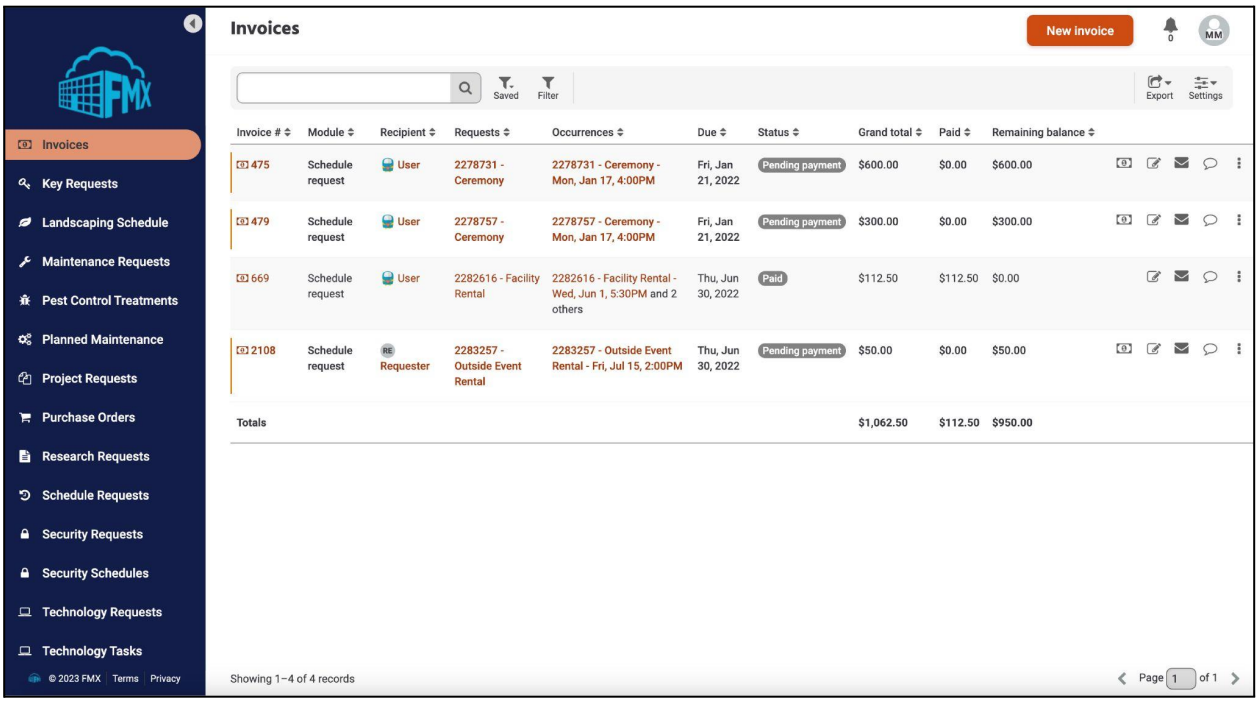


Key capabilities

- Set up automatic email notifications for relevant individuals when events are scheduled or modified that require their services.
- Allow staff and community members to submit facility or equipment reservations.
- Customize your organization's scheduling request form to include required fields for custodial services, seating, catering, technology needs, and more.
- Ensure all relevant details are captured with configurable request forms—attach photos, videos, documents, and more.
- Auto-generate reports to monitor financial metrics, facility usage, and other KPIs.
- Use FMX's calendar to stay on top of upcoming events and reservations.
- Add on Reservation Finder to allow users to search, find, and schedule available rental spaces by location, date, time, building, and more.
- Manage rental invoices and outstanding balances, and collect payment with built-in payment processing powered by Stripe.

Invoicing

Request and collect payment for work performed, facility reservations, and more. FMX enables you to invoice and collect payment from third parties for work you've performed, issue invoices for facility rental, and manage invoices for issues related to restitution and damages. With FMX, you can streamline invoicing processes to create or grow your revenue stream.

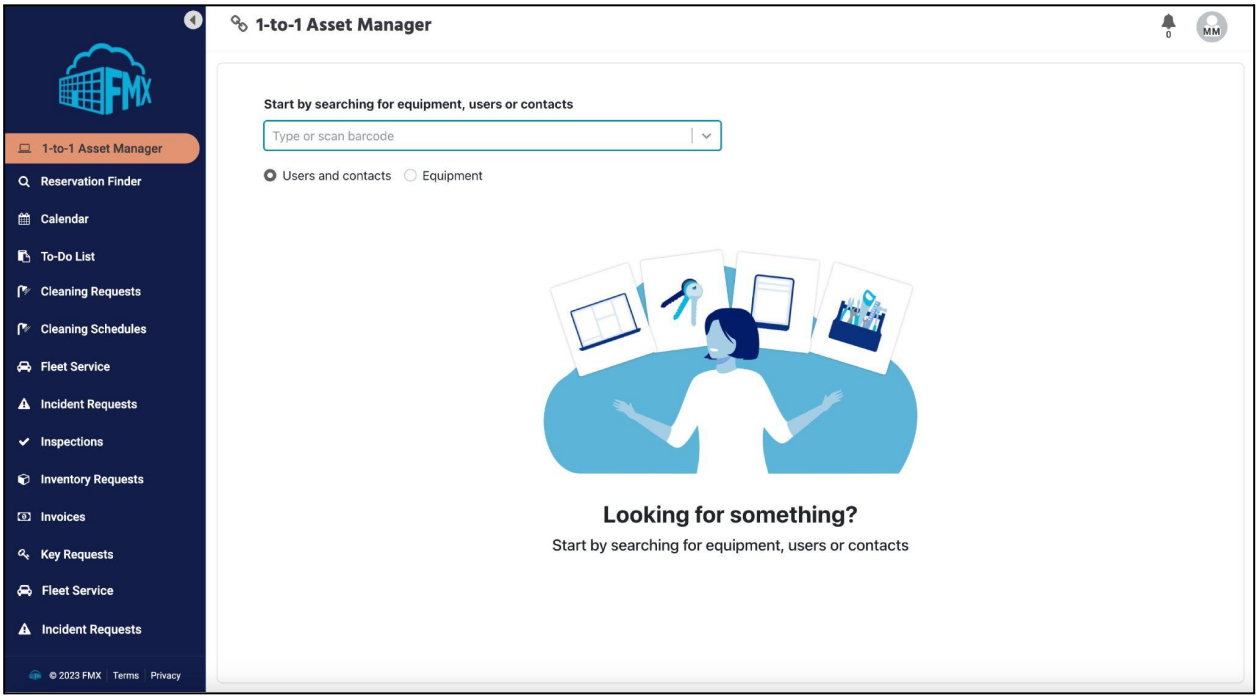


Key capabilities

- Create invoices for single or multiple schedule request occurrences or any stand-alone service.
- Collect online payments using Stripe or by manually recording payment against any invoice.
- Personalize invoices with your desired information and branding.
- Track invoice status and history by the recipient, resources used, or date.
- Directly email invoices from within FMX for optimal communication and flexibility.
- Waive or void invoices, and keep a record of historical data.

1-to-1 Asset Manager

Seamlessly assign and deploy 1-to-1 devices to users in FMX. 1-to-1 Asset Manager makes deployment and collection of organization-owned devices easy. Simply scan devices or user IDs to assign devices, submit IT repair tickets, assign loaner devices, see work order logs, or remove device assignments, all in one interface.

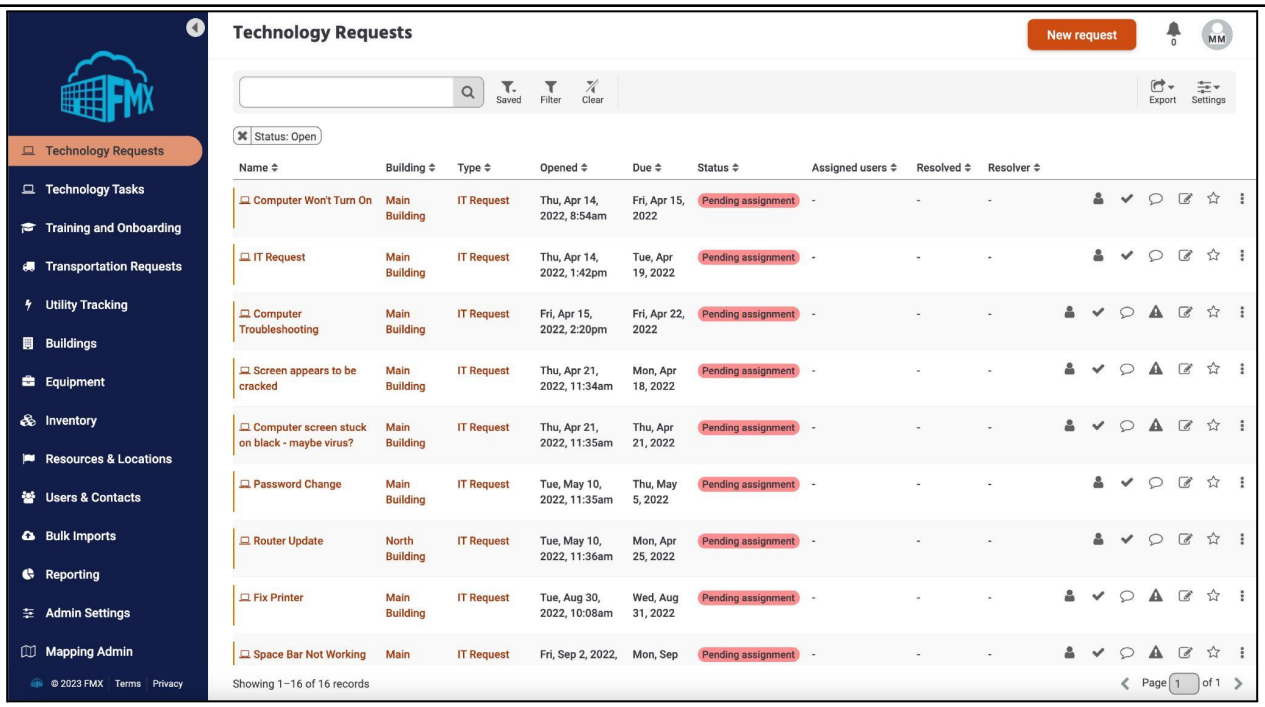


Key capabilities

- Scan or type to search for equipment, user barcodes, and contact barcodes to quickly bulk assign, or unassign, devices with one click.
- Search by equipment, users, or contacts to pull up relevant assignment information and view past tickets counts, open ticket counts, or completed work logs.
- Quickly create tickets for equipment or users, and assign loaner devices in the same interface.
- Use existing ID numbers to set barcodes, serial numbers, or other identifiers as default search terms.
- Seamlessly update user, contact, or equipment information after searching.

Technology Requests

Submit IT tickets and technology work orders, and track ticket resolution details in FMX. FMX provides one central location to submit IT tickets, ensuring no request goes missing again. With Technology Requests, all relevant information is stored by request type, quickly assigned to technicians, and updated as tickets progress. Plus, it provides reporting data for ticket resolutions and requests.

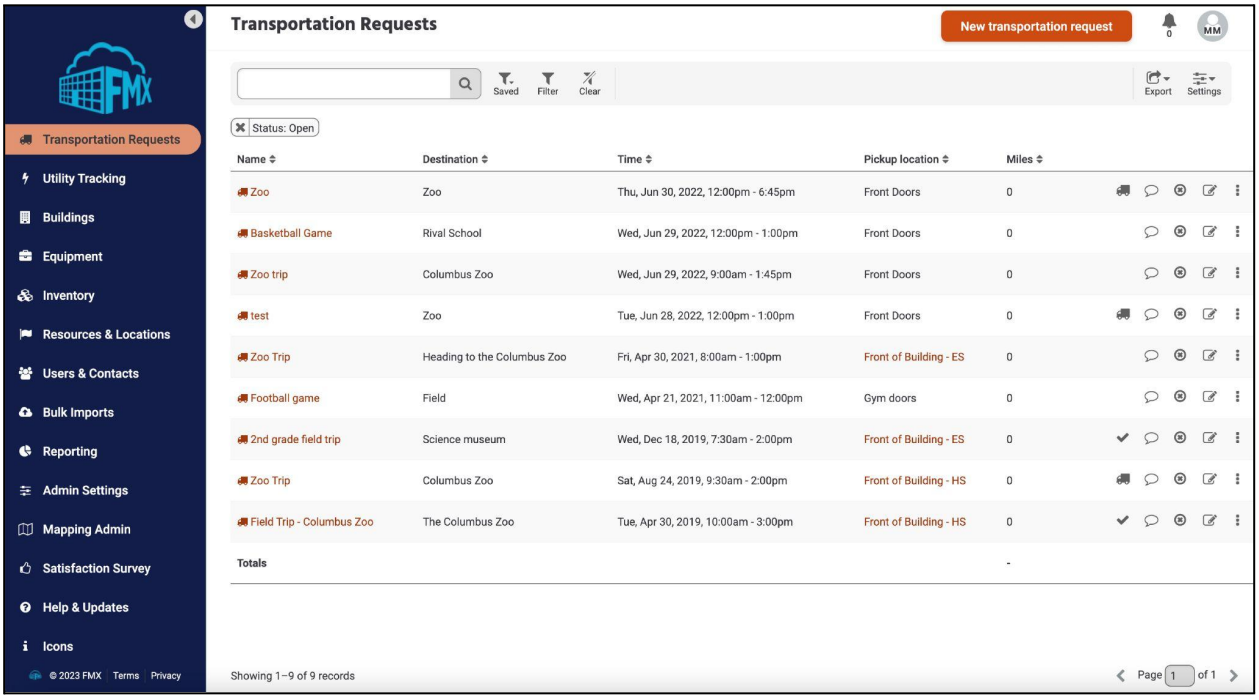


Key capabilities

- Configure custom request forms to ensure all relevant details needed to complete the job are on hand—attach photos, videos, documents, and more.
- Save time with auto-assignment & notifications by assigning the technician best suited to the task and sending real-time updates.
- Communicate in-app directly with requestors, staff members, other technicians, vendors, and more to stay updated on each ticket status.
- Log work hours to see costs associated with technology tickets.
- View reporting and interactive dashboards for comprehensive cost data, resolution rates, equipment maintenance trends, and other insights.
- Use Calendar & To-Do views to make it easy to see open requests and due dates for each technician.
- View data logs to access past requests and resolution details, and view submission history for each user, location, building, and piece of technology equipment.

Trip Requests

Schedule transportation, drivers, and plan trip details for field trips, athletics, and more. Scheduling a field trip or heading out of town for a game? Schedule vehicles and drivers, and record details like drop-off locations, chaperones, trip times, mileage, and more. Never scramble for last-minute accommodations again.

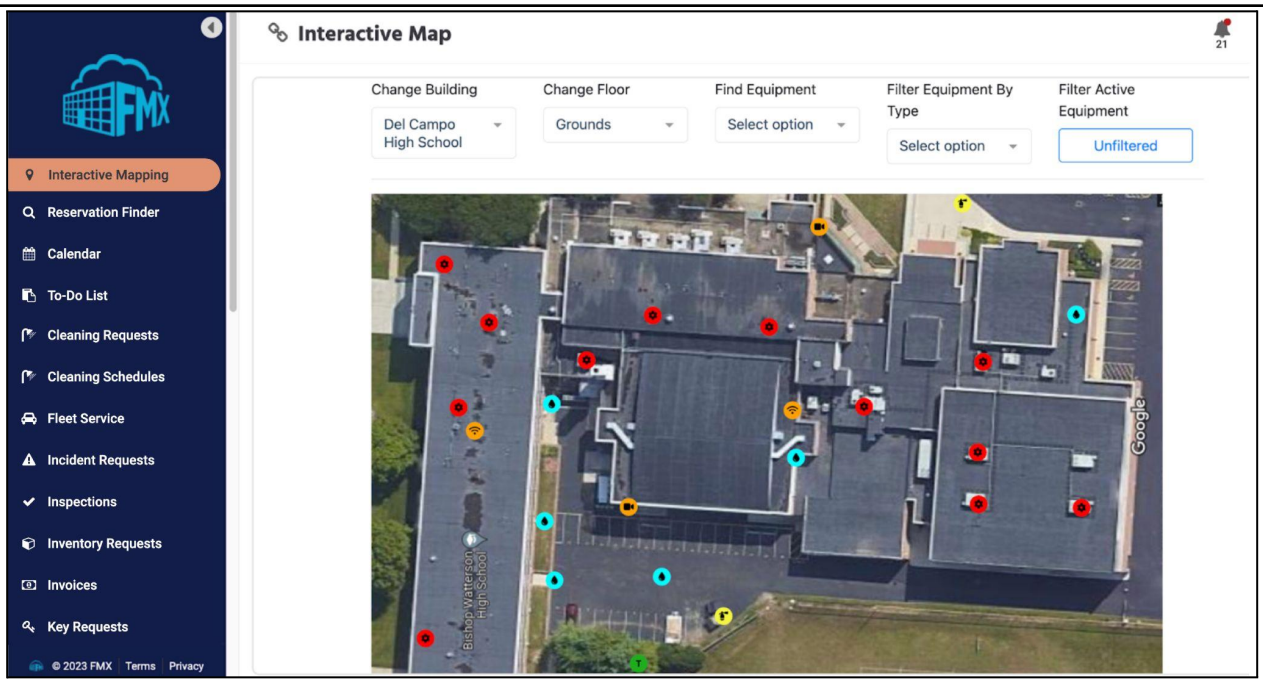


Key capabilities

- Generate and print trip tickets with all the details drivers need before the trip.
- Customize your organization's transportation request form to capture all the necessary information in one place.
- Receive and approve transportation requests, and set up approval chains within FMX to ensure proper communication across staff.
- Request and schedule transportation in advance to ensure drivers are available and know their schedule.
- View reporting and interactive dashboards on transportation costs.
- Log take-off time, return time, and mileage for each trip to ensure vehicle use information is up to date.
- Upload photo and file attachments such as itineraries, trip rosters, allergy information, map directions, safety documents, and more in FMX for easy access.

Interactive Mapping

Quickly locate equipment across your organization with a visual guide using maps, floor plans, and more. Using Interactive Mapping, employees will have an easy-to-update and interactive guide of where assets are located across an organization which is critical to deploy the right people, at the right time, to the right locations.



Key capabilities

- Quickly search and locate specific assets: filter by specific equipment type, or see a holistic view of all equipment locations within a building or floor.
- Create a curated view of items by filtering equipment categories.
- Filter the map to open or overdue work orders and see the exact location of assets on the map to see a birds-eye view and inform efficient maintenance routes.
- Quickly move asset pins from one location to the next to track mobile equipment.

Reporting & Dashboards

Capture, analyze, and discover actionable insights. With FMX, you can understand equipment repair trends, analyze labor cost and time, justify capital improvements, and plan your organization's budget expenditure.

Key capabilities

- Interactive dashboards and filtering tools
- Insights on work orders, labor, equipment, inventory, invoicing, and capital forecasting
- Filterable by request type, building & location, date range, work state, user, and module
- Export for print and email distribution
- Standard dashboards for costs, operations, downtime, equipment, building usage, inventory usage, team performance, and work completed
- Custom-built reports can be purchased as an add-on

Facility Condition Assessment (FCA)

FMX provides a turnkey facilities condition assessment, preventive maintenance schedule, and capital forecasting report.

Reveal the condition, capacity, and lifespan of your HVAC, plumbing, and electrical systems.

- Gain a watchlist of items in poor condition to prevent the risk of sudden failure.
- Build a deferred maintenance backlog of assets past their expected lifespan.
- Measure each asset's individual capacity to optimize its usage.

Professional services

The following services are **not*** included with the standard implementation:

Onsite Training

The FMX Customer Success Team will go to Customer's location for training on the FMX software.

SQL Update

Allows bulk actions to be performed by FMX Customer Success Team to a customer's FMX site. FMX will perform this service in the FMX offices and deploy this to the customer's account automatically. Customer may have to supply FMX with their desired changes to their FMX site. The time to complete this service varies widely from as little as 10 minutes to as long as 30 days.

Development Updates

Service is performed by the FMX Development team to perform a mass update to a customer's site. The service provided by the development team usually includes a change to the FMX software code. FMX will perform this service in the FMX offices and deploy this to the customer's account automatically. Customer may have to supply FMX with their desired changes to their FMX site. The time to complete this service varies widely depending on the customer requirement, which has spanned from 2 weeks to 30 days depending on many factors.

Data Management

The FMX Customer Success Team will perform the data management service and enter all data into a customer's FMX site not in the FMX acceptable data import formats. This service also includes a mass change in data to a customer's FMX site. FMX will perform this service in the FMX offices and deploy this to the customer's account automatically. Customer may have to supply FMX with their desired changes to their FMX site. The time to complete this service varies widely depending on the customer requirement, which has spanned from 2 weeks to 30 days depending on many factors.

***These services are available for an additional charge. To inquire about one of these services, reach out to your dedicated Customer Success Manager or Account Manager**.

Watch our product tour
Want to see FMX in action? Watch our product demo, and experience an overview of our capabilities in full force.

www.gofmx.com/watchtour

Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.
FMX is a software-as-a-service (SaaS) application that provides updates nearly every week. All systems and components are thoroughly tested prior to release. As a result, upgrades are seamless to our customers given the

nature of our architecture and automated deployment model. This ensures that our customers have the latest and greatest functionality and support.

Describe the reporting capabilities available to the customer. Provide sample copies.
FMX provides ad-hoc style reporting that can be published to Excel and PDF. FMX also provides interactive dashboard reporting to track KPIs.

Indicate how long 'history' records are maintained for use by the customer.
FMX can technically maintain an indefinite term of records, however provide best practices and specific techniques to each customer in terms of how those are stored, accessed, and managed. Most commonly we see customers seeking to maintain up to seven years of historical data, which again, has a recommended approach from FMX that works effectively.

Describe the system's security capabilities and the privacy protection available to customers. This should include examples of secure authentication methods used (i.e. Password Authentication protocol, Multi-Factor Authentication, Single Sign-on, etc.).
Strong authentication and multi-factor can be enforced using single sign-on via SAML2.0, WS-Federation, and OAuth.

Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.
FMX is happy to setup a trial site for the AEPA and/or member agencies which includes guided support from one of our Solutions Engineers. Please contact Tyler Cantrell (Senior Solutions Engineer) at tyler.cantrell@gofmx.com to initiate this process.

Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to enable customers to move from legacy ticketing systems to the vendor's solution.
FMX provides comprehensive data migration services and support for organizations transitioning from another CMMS and/or related ticketing system. This is priced as part of our one-time Implementation & Training fee.

Describe your company's warranty policy for your product.
FMX is unique in that we make customer service our #1 priority. In the event that an AEPA member organization is not happy with our products and services, they may cancel at any time. While we have contracts, we do not believe in "vendor lock-in" for our customers and will not charge penalties in the event the services wish to be canceled by any customer organization.

Provide the estimated cost of major upgrades over the past three years.
FMX provides a software-as-a-service (SaaS) application whose costs have increased approximately 5% each year for the past three years. This helps us continue to deliver high-value solutions in the face of market inflation and other factors.

Provide the estimated hours per year spent performing data administration and backups.
FMX spends approximately 1-2 hours per year administering the process which is managed by Microsoft Azure who is our hosting provider.

Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.
FMX can provide this as a commissioned report. Separate charges may apply.

Indicate if cloud computing/Software as a Service (SaaS) is an option with the proposed system.
Yes; FMX's solution is exclusively a cloud-based software-as-a-service application.

Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.
FMX can provide this as a commissioned report. Separate charges may apply.

Training, Support, and Additional Services Available

Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.
FMX provides a comprehensive implementation and training package. This includes key steps like data migration, administrator training, staff training, site configuration, workflow reviews, single sign-on, and more. Our services are custom-tailored to the needs of each organization and are typically completed in 60 days for most customers, 90 days for larger, enterprise-size customers.

List any additional training services and costs available to customers.
FMX provides additional services such as onsite implementation and training, facility condition assessments (FCA), and specialized training services each with a separate cost. These each vary based on the needs of the customer.

List any available update and support contracts, including policy and frequency, for your program.
FMX provides product updates nearly ever week to ensure the latest and greatest performance, availability, and functionoal support for our customers. FMX is happy to provide a copy of our Master Services Agreement (MSA) that contains additional information on support policy and other details.

Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.
FMX is unique in that we make customer service our #1 priority. In the event that an AEPA member organization is not happy with our products and services, they may cancel at any time. While we have contracts, we do not believe in "vendor lock-in" for our customers and will not charge penalties in the event the services wish to be canceled by any customer organization. We are open to refunds or other concessions should the situation warrant it for the rare occurrences we've seen.

Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.
FMX has a highly experienced marketing organization with an extensive background in rolling out large scale national and global sales, marketing, and customer programs. Our approach would be to partner with AEPA leaders, officials by state, and other constiutents to produce a communications and enablement program designed to inform everyone of their opportunities with FMX and how we can serve them. These materials would include specific details about our products, services, business benefits, technical details, and more as agreed with AEPA leaders and other stakeholders. A combination of remote (e.g. email, webinar, website) and in-person (e.g. training, education, seminars) would be among the deliverables we are considering.

Include information on any additional services you will provide through this contract if awarded.
FMX is fully-committed to the K-12 and education market. We invite the opportunity to engage with AEPA leaders and other stakeholders about additional products and services that may help your states and memembers. We seek a long-term partnership, not just a set of transactions.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

FMX's solution is exclusively a cloud-based software-as-a-service (SaaS) application that can easily be distributed nationwide and does not require onsite implementation services. We also host regional educational events, provide each customer account management services, and provide best practices guidance to all of our customers.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Headquarters	Columbus	Ohio

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

FMX almost exclusively sells directly to our customers. Presently the only approved distributor of FMX products and services is Veregy. We have an extensive vetting process to evaluate any partner organization who wishes to market, sell, and service FMX products. However, all post-sale professional and customer services are currently provided by FMX.

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 state(s) wherein they are eligible to provide services on behalf of the business.
N/A; FMX is prepared to perform all services contained in this RFP response.

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.
FMX is prepared to work with - or alongside - any business who serves the AEPA and your constituents. We have no such limitnations of who we can and will work with to serve customer members.

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.
FMX will remain sensitive and supportive of participating agency's needs and desires and will consider what we're asked of in supporting these initiatives.

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.
FMX is not a small nor a MWBE business.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Alayna McCurry	VP Marketing	740.816.9684	alayna.mccurry@gofmx.com

Abigail Haberski	Senior Field Marketing Manager	614.915.2139	abigail.haberski@gofmx.com
Marc Stitt	Chief Strategy Officer	614.309.5998	marc.stitt@gofmx.com
Dr. John Bailey	National Director, K-12 Business Development	757.592.3742	
Darin Porter	Executive Director	740.935.5682	darin.porter@gofmx.com
Matt Pace	K-12 Practice Leader	480.848.2961	matt.pace@gofmx.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

FMX has an extensive marketing organization and conduct marketing activities spanning digital marketing, field marketing, social media marketing, and more. We are proud to support the following associations and events with whom we partner with and have exhibited at during the timeframe requested.

- TASA
- NSPMA
- TSPMA
- PETE&C
- Cincinnati FM Expo
- CASH Conference
- TASBO
- Facilities Professionals Conference (IASBO)
- PASBO
- ILAPPA
- Indianapolis FM Expo
- NJSBGA Annual Conference/Expo
- NFMT
- Az ASBO Spring Conference
- OASBO
- Oregon Schools FM Association
- Kansas ASBO - Vendor Expo Partner
- UASBO
- MoASBO (Missouri)
- TEMA Conference
- Michigan School Business Officials
- Alabama ASBO
- Colorado ASBO
- IASBO Annual Conference
- Minnesota ASBO Annual Spring Conference
- KASBO

- MASBO Annual Institute
- WASBO Spring Conference
- Maryland ASBO Spring Conference
- NCSPMA
- TSPMA Summer Conference
- Northeast Buildings & Facilities Management Trade Show
- VSCMA School Plant Operation & Maintenance Conference
- AASBO
- PA Educational Leadership Summit
- FSPMA
- Buildings NY
- 2022 NY Council of School Superintendents Fall Leadership Summit
- MSPMA
- ERAPPA 2022
- ACUHO-I/APPA Housing Facilities Conference
- NCSPMA Eastern Convention
- TASA/TASB Convention
- NSPMA Leadership Academy
- Ohio Restaurant Association Expo
- IFMA's World Workplace (Nashville)
- Oklahoma ASBO
- SRAPPA Conference (HURRICANE - DIDNT ATTEND)
- MSBO Facilities/Operations Director Conference
- WAMOA Fall Conference
- MASMS
- RTM
- NYSSFA School Facilities Management Conference & Expo
- VSPMA
- KADPF Technical Conference
- CASBO Session 9:00am
- Central Ohio Facilities Maintenance Expo
- KSPMA
- GA Association of School Facility Administrators
- CFX 2022
- PASBO Facilities, Transportation and Safety Conference & Exhibits
- TASBO Operations Conference
- WASBO Facility Masters Conference
- MAPPA/MiAPPA 2022
- OPFMA Annual State Conference
- Grand Rapids onsites

- Building Operating Management's NFMT
- VENDOR DAY (CSBGA)
- New Haven Onsite
- MFAA & MASBO Tuesday Nov 15
- IAAPA
- Future of Education Technology Conference (FetC)
- TASA Midwinter Conference 2023
- MISBO 2023 FACILITIES CONFERENCE
- NSPMA 2023
- NSPMA Hospitality Event
- PETE&C 23
- OETC 23
- TASBO 2/2023
- Cincinnati Facilities Maintenance & Management Expo
- MSBA - Mississippi
- CASH Conference on School Facilities 2023
- CASH Golf Tournament
- Campus Energy 2023
- Northern New England Facility Masters Conference (NHASBO)
- IASBO: Facilities Professionals Conference
- WASBO Facilities Management Conference
- SCAPPA
- PASBO
- PFMA (Plant & Facilities Maintenance Association) Expo
- IFMA Seattle: Powerful Facility Energy Conference
- NJSBGA Conference & Expo 2023
- NFMT 2023
- KSPMA Professional Development Conference
- Utah Facilities Operation & Maintenance Association
- California ASBO Annual Conference
- IFMA's Facility Fusion® Conference & Expo
- IAAPPA (Iowa)
- Colorado ASBO Spring Conference & Exhibits
- Oregon School Facilities Association
- OASBO Annual Conference
- Alabama School Plant Manager Association
- TAPPA
- Los Angeles County Office of Education Green Schools Symposium
- LOUISIANA SCHOOL FACILITY MANAGERS ASSOCIATION
- 2023 MSBO Conference Exhibit Show & Sponsorship

- Florida Buildings Engineering & Facility Maintenance Show
- CT ASBO Vendor Day
- WPFDA Vendor Show
- Washington ASBO
- Illinois ASBO "Marketplace"
- RTM Dallas
- WASBO Spring 23
- Northwest Facilities Expo
- NCAPPA
- Tri-State ASBO Conference
- West Coast Buildings and Facilities Management Trade Show & Conference
- NCSPMA Western Convention/Workshops
- TSPMA
- MSSPMA
- TASBO Summer Solutions Conference
- Association For Learning Environments (GA) Summer Conference
- WVASFA
- 2023 SUNYPPAA/NYAPPA Annual Summer Conference
- MiAPPA Summer Conference (Michigan)
- MAPT - Maine School Transportation Safety Conference & Trade Show 2023
- Arizona ASBO (Summer 23)
- Higher Ed Summit
- 2023 National School Safety Conference
- Campus FM Technology Association 2023 Annual Conference
- One Water Technical Conference & Expo
- FSPMA
- Northern California Facilities Expo
- Rocky Mountain APPA - 2023 Conference
- GASFA (State, not School) Fall Conference
- Oklahoma School Plant Managers Association
- MSPMA
- Midwest APPA (MAPPA)
- IFMA’s World Workplace 2023 Conference & Expo
- ICMA Annual Conference
- KADPF
- CAPPA (Central) 2023 Conference
- MSBO Fall Conference
- ACUHO-I/APPA Housing Facilities Conference
- WAMOA
- MASMS Fall Conference

- North Texas Facilities Expo
- NCACCFO Fall Conference 2023
- PASBO Facilities, Transportation & Safety
- CASH Fall Conference
- Central Ohio Facilities Maintenance Expo
- MFAA & MASBO Vendor Day
- Southwest Buildings & Facilities Management Trade Show & Conference
- KSPMA Fall Conference
- Ohio Municipal League Annual Conference - 2023
- TASBO: School Operations Conference
- ASBO International Conference
- GASFA
- NFMT Remix (Orlando)
- 2023 MISBO ANNUAL CONFERENCE
- OPFMA Annual Conference
- SRAPPA
- Midwest Facility Masters Conference
- Community College Facility Coalition
- CSBGA Vendor Day
- Capital Buildings, Engineering, & Facility Maintenance Show
- MMA Annual Meeting & Trade Show
- PETE&C 2024
- PASBO Annual Conference
- NFMT 2024
- KYSTE (Kentucky Society of Technology in Education)
- 2024 TAPPA
- California ASBO
- IFMA Facility Fusion 2024
- WPFDA Vendor Show

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.

FMX will commit to providing extensive marketing support to advertise, promote, and enable customers to use the contract resulting from this RFP. We are prepared to promote the AEPA and related agencies nationally, by state, by association, or otherwise at all FMX sponsored and hosted events. Key deliverables include, but are not limited to, website presence on gofmx.com, customer-facing flyers and brochures, presentation and session content, trade show signage, and more.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan. ● Process on how the contract will be launched to current and potential agencies. ● The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information. ● Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract. ● How the contract award will be displayed/linked on the Respondent's website.
Upon contract award, FMX senior leadership will collaborate with the AEPA and Member Agencies to understand all of the opportunities to market the resulting contract. Once we understand the rules, guidance, and approach, we will deploy national, state-based, and other strategies to promote our contract award. We also commit to a feature on our website's education-focused pages (e.g. K-12) in a prominent position for all viewers. We also commit to all media types requested, such full color advertisements, camera-ready formats, or other electronic mediums. We have an extensive and capable marketing team with the full scope of modern design and development technologies.

Environmental Initiatives

Describe how your products and/or services support environmental goals.
FMX can help our customers support their environmental goals by helping them set goals and measure against them through work order management and recurring task workflows. Additionally we provide utility tracking to help our customers track costs and optoimize usage and have a unique capability to align facility schedules with building automation systems such to turn on/off lights, HVAC systems, and more. Thus conserving energy use.

Indicate if your company has any products in your offering that have any third-party environmental certifications.
N/A; FMX does not have such certifications due to the nature of our business (e.g. software and services).

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).
N/A; FMX does not have such objectives due to the nature of our business (e.g. software and services).

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.
N/A; FMX does not have such percentages due to the nature of our business (e.g. software and services).

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.
FMX is unique in that our entire company is focused on K-12/education. Beyond the benefits drive from our purpose-built software solutions - contained in this RFP response - we also provide industry and market expertise through our Evangelist team, compariesed of former K-12 and education faciilities, maintenance, and operations leaders. This team is available to consult, present, and offer insights to the AEPA and member agencies at any time.

If applicable, describe your company's ability to integrate into other ecommerce sites: 1. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). 2. Provide detail on where your company has integrated with a pubic 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.
FMX as a company has the ability to integrate with other ecommerce sites, however have not done so with any partners to this point. If this is a requirement we are happy to discuss the scope and consider options to comply with these needs. We would like more clarity on this specific request to better understand why this would be necessary or benefitical.

Disclosures

References				
Provide contact information of your business's five largest public agency customers.				
Agency	**Name**	**Title**	**Phone Number**	**Email**
1. Winston-Salem Forsyth County Schools	Justin Dyson	Director of Maintenance Operations	336-661-4999	jwdyson@wsfcs.k12.nc.us

2. Iredell-Statesville School District	Tim Ivey	Chief Technology, Facilities, and Maintenance Officer	704-873-3755	tivey@iss.k12.nc.us
3. Grand Prarie Independent School District	Danielle Harris	Auxiliary HR/Systems Manager	972-343-4432	Danielle.Harris@gpisd.org
4. Buncombe County Schools	Clark Wyatt	Director of Maintenance	828-255-5921	clark.wyatt@buncombecounty.org
5. Johnston County Schools	Matt Hobgood	Executive Director of Facilities Services	919-934-6031	matthobgood@johnston.k12.nc.us

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	
Florida	Yes	X	X	
Georgia	Yes	X	X	
Illinois	Yes	X	X	
Indiana	Yes	X	X	
Iowa	Yes	X	X	
Kansas	Yes	X	X	
Kentucky	Yes	X	X	
Massachusetts	Yes	X	X	
Michigan	No	X	X	
Minnesota	Yes	X	X	
Missouri	Yes	X	X	
Montana	Yes	X	X	

Nebraska	Yes	X	X	
New Jersey	Yes	X	X	
New Mexico	Yes	X	X	
North Dakota	Yes		X	
Ohio	Yes	X	X	X
Oregon	Yes	X	X	
Pennsylvania	Yes	X	X	
South Carolina	Yes	X	X	
Texas	Yes	X	X	
Virginia	Undecided	X	X	X
Washington	Yes	X	X	
West Virginia	Undecided	X	X	
Wisconsin	Yes	X	X	
Wyoming	Yes		X	

e-Commerce: Does this business have an e-commerce website? _____ **No** ___X___ **Yes**

If YES, what is the website? www.gofmx.com

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** ___X___ **Yes**

Does this business have a toll-free customers support phone option? _____ **No** ___X___ **Yes**

Does this business offer local customer and support service options? _____ **No** ___X___ **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
FMX is a software-as-a-service (SaaS) application and can be fully implemented in a remote way, therefore delivery times and shipping don't specifically apply.

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?
N/A; FMX does not have backordering issues due to the nature of our business (e.g. software).

Describe your company's payment terms as well as any quick pay discounts.
FMX has a net 30 payment term with no quick pay discounts.

State your company's return policy and any applicable restocking fees.
N/A; FMX does not have backordering issues due to the nature of our business (e.g. software).

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
N/A; FMX does not have backordering issues due to the nature of our business (e.g. software).

Pricing

Is your pricing methodology guaranteed for the term of the contract?	_____	**No**	X	**Yes**
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____	**No**	X	**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	_____	**No**	X	**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?	X	**No**	_____	**Yes**

Competitiveness: 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.

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?	_____	**No**	X	**Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

__X____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?	_____	**No**	X	**Yes**

If YES, identify which cooperative and the respective expiration date(s).
TIPS: 5/31/27 (Details)
1GPA:5/12/25 (Details)

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)?
FMX will lead with this AEPA award and contract for all eligible states.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
X	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? **X** **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Click or tap here to enter text.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
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 working knowledge of the AEPA contract.	**X**	
2. Train and educate sales staff on what the AEPA contract is: 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.	**X**	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not	**X**	

	be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.		
4.	Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	**X**	
5.	On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	**X**	
6.	Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	**X**	
7.	Attend two (2) AEPA meetings each year (see Part A)	**X**	
8.	Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	**X**	
9.	Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	**X**	

Exceptions

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 to local, state or federal laws cannot be accepted under this solicitation.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

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 deviations. *(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. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	**No**, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	**Specification (describe)**	**Details of Deviation**

Part E – Signature Forms

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

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 will allow 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 Bidding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

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

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

Uniform Guidance "EDGAR" Certification Form – *signature required
Bid Affidavit – *signature required
Acceptance of Bid & Contract Award – *signature required

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	Yes	JGH
2. Termination for Cause of Convenience	Yes	JGH
3. Equal Employment Opportunity	Yes	JGH
4. Davis-Bacon Act	Yes	JGH
5. Contract Work Hours and Safety Standards Act	Yes	JGH
6. Right to Inventions Made Under a Contract or Agreement	Yes	JGH
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JGH
8. Debarment and Suspension	Yes	JGH
9. Byrd Anti-Lobbying Amendment	Yes	JGH
10. Procurement of Recovered Materials	Yes	JGH
11. Profit as a Separate Element of Price	Yes	JGH
12. General Compliance with Participating Agencies	Yes	JGH
13. Governing Law; Forum Selection.	Yes	JGH

Facilities Management Express, LLC
Name of Business

Jack Haslup
Signature of Authorized Representative

Jack Haslup
Printed Name

9/11/2023
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.

Jack Haslup	800 Yard Street, Ste 115
Authorized Representative (Please print or type)	Mailing Address
VP of Finance	Columbus, OH 43212
Title (Please print or type)	City, State, Zip
Jack Haslup	9/11/2023
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Association of Educational PURCHASING AGENCIES

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

PART I: RESPONDENT

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

Business Name	Facilities Management Express, LLC	**Date**	9/11/2023
Address	800 Yard Street, Ste 115	**City, State Zip**	Columbus, OH 43212
Contact Person	Jack Haslup	**Title**	VP of Finance
Authorized Signature	Jack Haslup	**Title**	VP of Finance
Email	jack.haslup@gofmx.com	**Phone**	844-664-4400

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, 2025, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2024	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – *Name of Responding Company*	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – *Name of Responding Company* Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – *Name of Responding Company* Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – *Name of Responding Company*	Excel Workbook	**Required.**
	Price List and/or Catalog – *Name of Responding Company*	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – *Name of Responding Company*	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created
	Part B, 8.1-8.8 Technical Requirements and Documentation	Single, Scanned PDF	**Optional.** Vendors strongly encouraged to provide complete and accurate information.
	Part D – Sample copies of reporting capabilities available to the customer.	Scanned PDF	**Required.**
	Part D – Samples of any training services available to customers.	Scanned PDF	**Required.**

Part C – AEPA Member Agency (State) Terms and Conditions
AEPA Solicitation #024-D

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1. AEPA Member Agency Terms and Conditions

A solicitation is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State-Specific Terms and Conditions differ from the AEPA General Terms and Conditions, the Member Agency/State-Specific Terms and Conditions will prevail in that Member Agency/State.*

2. Common Terms and Conditions

Active Promotion of Contract: Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

Sales to Participating Entities: AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners shall comply with all applicable Federal, State, and Local Laws, Codes, and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency quarterly. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements are listed here for the convenience of the Bidders.

3. State Specific Terms and Conditions

1. California, Monterey County Office of Education (MCOE) – for the Programs CalSave and CalBuy

1. Governing Law and Venue

The laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2. Authority

For California, the IFB is issued under the authority of the elected Monterey County Superintendent of Schools administering MCOE located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this Contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3. CalSave, Administration, and Agent

Contracts awarded and Awarded Vendors will automatically be part of the CalSave program (or the alternatively named CalBuy program). CalSave is the cooperative purchasing program founded by MCOE and administered by the Epylon Corporation under an agreement with MCOE. MCOE is the lead agency for all contracts, and MCOE is the authority for the solicitation, evaluation, and award of all contracts. Epylon serves as MCOE's agent, but only MCOE has the authority to award contracts. Correspondence and communication related to the Contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the Contract. If Agent or Agent's personnel change, Awarded Vendors will be notified with new instructions.

4. Transaction Fees

Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program. Awarded Vendors shall be required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid through MCOE 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 buyers themselves. 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.

The CalSave Administrator, Epylon Corporation, will collect the Transaction Fee on behalf of the CalSave program. The Awarded Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5. Non-Conforming Jurisdictions

The Transaction Fee shall not be authorized to be charged to Awarded Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses, and goods sold under this Contract in such jurisdictions shall be the same as for all school districts in all other counties of California. However, any LEA using this Contract where Section 4 fees are not permitted will pay a 2 percent fee for use of the Contract, imposed by MCOE on the authority of Public Contract Code §20118 and §20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under Contract.

6. Reports

The Awarded Vendor will compile a quarterly report listing each purchase made by participating agencies under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the email address of 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:

- Date of Order
- Name of Participating Agency or other Agency (LEA)
- Description of Item and Services Purchased
- Manufacturer's SKU Number
- Quantity or Job Order Units
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7. Length of Term

The term of the agreement shall commence on the date of the award and continue until the end date as stipulated in General Terms and

Conditions unless otherwise terminated, canceled, or extended. California statutory term limits and extensions shall apply. By mutual written agreement as warranted, the Contract may be extended month by month for up to six months, if allowed by law.

8. Marketing and Advertising Under This Agreement

Awarded Vendor will actively promote the use of this Contract by LEAs in California. Awarded Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSave Administrator, Awarded Vendor also agrees to perform the following:

- Include the approved CalSave logo and web address in all print, electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- Provide CalSave with a copy or proof sheet of the advertisement or promotion material. Awarded Vendor will provide CalSave with date of release and name of publication, journal, etc.
- Place a CalSave Vendor sign on booths, tables, etc. of any or all exhibits for which the Awarded Vendor displays/participates at California tradeshows, conventions, and the like.
- Insert the approved CalSave logo and web address on any Awarded Vendor's web site promoting the Contract or a specific CalSave landing page and providing a link to the CalSave website.
- Awarded Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSave for inclusion on the CalSave website.
- Awarded Vendor agrees to cooperate in developing appropriate website content to promote its products, services, and their advantages to school districts.
- Requested materials will be submitted to CalSave within thirty days.

9. Conformance to Public Contract Code §20111

An award by MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650 or other California code sections as may be allowed by law. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

10. Conformance to Public Contract Code §20118 and §20652

All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts, and JPAs serving education, pursuant to Public Contract Code §20118 and §20652. Using these statutes, the MCOE hereby declares its intent and authorization to make all contracts awarded under this Contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the Awarded Vendors. Any legislative changes to Public Contract Codes §20118 and §20652 during the term of the Contract(s) with Awarded Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

11. Piggyback and Standard School Supply & Equipment Authority

MCOE declares that items, materials, personal property, equipment and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to support the CalSave program for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code §20118 and §20652, but also in accordance with Education Code §38110 and §38112 dealing with cooperatives and Standard School Supplies & Equipment.

12. Intended for Personal Property

An award by the MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code §22002, an LEA may be required to conduct a separate bid for labor and services but may use this Contract for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project.

13. Public Works Limitations

When Public Works services cost $15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this Contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid Contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code §22030, Education Code §17406 or Government Code §1466. LEAs may consult with their own legal counsel to see if such statutes apply to their Public Works projects.

14. Job Order and Unit Price Contracting

Notwithstanding, Sections I.9 through I.13, the Awarded Vendors and any authorized resellers or subcontractors, may extend bid pricing from AEPA IFB 124 to other agencies in California, including school districts, community colleges, state colleges, cities, and counties to the extent allowed by law under job-order-contracting statutes, including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710. Agency allows any school district, college, or agency to use this Contract

and its competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, a participating agency is obliged to conform to contracting steps spelled out in their respective code sections, state college trustee policies, or local board policies.

15. Start Date

Once the award is made to the Awarded Vendor and signatures have been placed on the Contract from both parties, the Awarded Vendor is authorized to begin selling to eligible agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

16. Prices and Requests for Quotes

The Awarded Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce. (The 2 percent Transaction Fee on all sales is a cost of doing business to the Awarded Vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.)

17. Submission of Orders and Delivery

After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a Separate Contract with the Awarded Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to Awarded Vendor.

LEAs will fax or mail purchase orders directly to the CalSave office fax at (866) 488-3729, unless other arrangements have been made and agreed to by the CalSave Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate Awarded Vendor on the same day received unless unusual circumstances occur. It is the responsibility of the Awarded Vendor to track any purchase order received directly from an LEA and to include that order on quarterly reports.

Awarded Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

18. Other Agencies' Right to Purchase

CalSave is a self-supporting contracting program led by MCOE. Contracts are made available to all California public school districts, private and nonpublic schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following Terms and Conditions, MCOE consents to LEAs purchasing items at the same unit price(s) or pricing formula under the Terms and Conditions of this Contract, as may be authorized by §20118 and §20652 of the Public Contract Code or other legal authority:

a) Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the Awarded Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph *A* and paragraphs *B* through *I* below.

b) After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a Separate Contract or purchase order ("Separate Contract") with the Awarded Vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Vendor comply with the provisions set forth in the paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract but will be considered a third-party beneficiary of such Separate Contract.

c) The Awarded Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancelation of the Contract. The Awarded Vendor also understands and agrees that if the Contract is canceled for this or any other reason, MCOE may give notice of such cancelation by any other means appropriate to inform LEAs of that cancelation.

d) The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the Awarded Vendor.

e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code §17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The Awarded Vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

g) Both the Awarded Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Awarded Vendor and any LEA considering such use consult with their own legal counsels before doing so.

h) Both the Awarded Vendor and any LEA using this Contract agree to defend, indemnify and hold MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees, and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

i) MCOE reserves the right to cancel the whole or any part of this Contract due to failure by the contractor to carry out any obligation, term or condition of the Contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:

a) The Vendor fails to adequately perform the services set forth in the Contract

b) The Vendor fails to make progress in the performance of the Contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the Contract

c) The contractor fails to observe any of the Terms and Conditions of the Contract

d) The contractor fails to pay Transaction Fees

e) The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the Contract is to be terminated:

- Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel the Contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue a letter to cancel the Contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE. Failure on the part of the contractor to address adequately all issues of concern may result in Contract cancelation.

19. Conversion to a California Multiple Awards Schedule (CMAS) Contract

Because of its multiple-award provisions, this Contract may qualify for adoption as a California Multiple-Award Schedule contract. If the Awarded Vendor uses this MCOE Contract for the purpose of obtaining a separate CMAS contract from the State of California, the Vendor is responsible for paying and agrees to pay both the CMAS fee and the 2 percent Transaction Fee described in Section I.4 for all orders submitted under the authority of the CMAS program based on this contract. If an Authorized Reseller uses this Contract to apply for a CMAS contract, the Authorized Reseller must enter into a written agreement with Awarded Vendor and MCOE agreeing to be responsible for paying the CMAS Fee and the 2 percent Transaction Fee, unless in that same written agreement Awarded Vendor agrees to pay such fees. In exchange for this fee, the Vendor (or if applicable, the Designated Reseller) is given a license to use and duplicate MCOE/AEPA Terms and Conditions for the purpose of applying for a CMAS contract. Also, CalSave or CalBuy will post pricing allowing prospective buyers to check for pricing that is compliant with the MCOE Contract and CMAS requirements. Vendor (or Authorized Reseller) must comply with MCOE's quarterly reporting requirements. Any report to the Department of General Services for CMAS-authorized purchases must simultaneously be reported to CalSave.

20. Other Agencies, Constitutionally Independent Agencies, & Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the Contract as allowed by California Government Code §6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

Advertising: CBA will require a marketing flier, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flier and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flier will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

B. ***Procedure for Processing Orders:*** Once the award is made to the vendor.

- CBA will inform its members of the contract by:
  - ***i.*** Including the contract in the agency database that is available on the CBA website
  - ***ii.*** Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
  - ***iii.*** Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provide services.

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual or physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

An Act Concerning Student Data Privacy
Contractor shall comply in all material respects with the provisions of Public Act 16-189, as amended (the "Act"), applicable to it. In connection therewith, the Contractor shall not use any so-called "student information" as defined in the Act and provided to it by or on behalf of CREC ("Student Information") for any purpose other than in connection with the performance of its obligations under this Agreement. The Contractor shall take commercially reasonable actions designed to ensure the security and confidentiality of all Student Information in its possession. The Contractor shall provide written notice to CREC within fourteen (14) days of Contractor's becoming aware of any unauthorized release, disclosure, or acquisition of Student Information in the possession of the Contractor. The Contractor and CREC shall each comply in all material respects with the requirements of the federal Family Educational Rights and Privacy Act of 1974, as amended ("FERPA").

Conflict of Interest
The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant.

Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

Financing Arrangements - ***Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.***

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects

fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

A. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR NON-CONSTRUCTION PRODUCTS AND SERVICES

None

B. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR CONSTRUCTION PRODUCTS AND SERVICES

CT Commission on Human Rights and Opportunities

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

C. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, independent schools, colleges or universities, libraries, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has not signed a contract with.

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. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium/Florida Buy Purchasing Program

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium Florida Buy, one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.

PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

No right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/Contractor 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. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.

The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided 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. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC Florida Buy will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.floridabuy.org
2. Announcing the award in its PAEC Florida Buy website
3. Announcing the award via electronic mail to all members

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.floridabuy.org. At this point, the Vendor may contact the members and the members may contact the Vendor. The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. A final copy of the customer purchase order or sales summary must be sent to PAEC Florida Buy by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC Florida Buy does not warehouse items. All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendor will produce and provide to PAEC Florida Buy quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. 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

Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Florida Buy. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen-member consortium that includes a voluntary purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

5. Georgia, Cooperative Purchasing Agency (CPA)

1. **General Overview**
   a. Cooperative Purchasing Agency is now the AEPA representative for the state of Georgia. In Georgia we advertise our bids on the state procurement registry website:http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments
   b. In 1971 several small school systems in North Georgia decided to work together & form **Cooperative Purchasing Agency (CPA)**, a non-profit organization built by & for the school systems to combine their purchasing power. As a division of North Georgia, Northeast Georgia, & Pioneer RESA; Pioneer RESA serves as our fiscal agent and as such we currently show up on the Georgia Procurement Registry as Pioneer RESA. CPA serves as a purchasing agent for classroom & office supplies for its 35-member school systems plus neighboring ones who choose to take advantage of cooperative buying. CPA also serves as a recipient agency for USDA commodities that member systems receive through the USDA school lunch program. In addition to items included in our catalog & website, CPA has access to brands, custom items, & entire product categories that meet systems' office & classroom needs – including furniture options (indoor & outdoor), playground equipment, shelving installations, print supplies, & more.
2. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
   a. Georgia requires all local school boards to post any bids requiring capital improvements / public works construction over $100,000.00 to be posted on the Georgia procurement website, regardless of who they are purchasing through.
3. **Local Government Provisions - Provisions Applicable to Counties, Municipal Corporations, And Other Governmental Entities**

   § 36-91-20. Written contract required; advertising; competitive sealed bidding; timing of addendums; prequalification
   a. All public works construction contracts subject to this chapter entered into by a governmental entity with private persons or entities shall be in writing and on file and available for public inspection at a place designated by such governmental entity. Municipalities and consolidated governments shall execute and enter into contracts in the manner provided in applicable local legislation or by ordinance.
   b. Prior to entering into a public works construction contract other than those exempted by Code Section 36-91-22, a governmental entity shall publicly advertise the contract opportunity. Such notice shall be posted conspicuously in the governing authority's office and shall be advertised in the legal organ of the county or by electronic means on an Internet website of the governmental entity or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by Code Section 50-5-69.
      i. Contract opportunities that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement.
      ii. Contract opportunities that are advertised solely on the Internet shall be posted continuously for at least four weeks prior to the opening of sealed bids or proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award or bid or proposal opening to be delayed.
      iii. Contract opportunities that will be awarded by competitive sealed bids shall have plans and specifications available on the first day of the advertisement and shall be open to inspection by the public. The plans and specifications shall indicate if the project will be awarded by base bid or base bid plus selected alternates and:
         1. A statement listing whether all anticipated federal, state, or local permits required for the project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained; and
         2. A statement listing whether all anticipated rights of way and easements required for the project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained.
      iv. Contract opportunities that will be awarded by competitive sealed proposals shall be publicly advertised with a request for proposals which request shall include conceptual program information in the request for proposals describing the requested services in a level of detail appropriate to the project delivery method selected for the project.
      v. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done.
      vi. All required notices of advertisement shall also advise of any mandatory prequalification requirements or pre-bid conferences as well as any federal requirements pursuant to subsection (d) of Code Section 36-91-22. Any advertisement which provides notice of a mandatory prebid conference or prequalification shall provide reasonable advance notice of said conference or for the submittal of such prequalification information.
   c. Governmental entities are authorized to utilize any construction delivery method, provided that all public works construction contracts subject to the requirements of this chapter that:
      i. Place the bidder or offeror at risk for construction; and
      ii. Require labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals. Governmental entities shall have the authority to reject all bids or

proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72-hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.

e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.

f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:

    i. Criteria for prequalification must be reasonably related to the project or the quality of work;
    ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
    iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
    iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror cannot be later disqualified without cause. History Code 1981, § 36-91-20, enacted by Ga. L. 2000, p. 498, § 1; Ga. L. 2001, p. 820, § 12; Ga. L. 2007, p. 640, §

6. Illinois

The following State Specific Terms and Conditions shall apply to all contracts involving public schools and/or other educational entities operating in Illinois, (hereinafter "Illinois Customers") and shall prevail over any General Terms and Conditions if/when they differ.

Illinois Law to Govern.

The Agreement, as modified by these Illinois Terms & Conditions, is (and shall be) governed by, construed under, subject to compliance with, and interpreted in accordance with, the laws and regulations of the State of Illinois, expressly including, (but not limited to): the Illinois School Code, 105 ILCS 5/1-1 *et seq*.; its procurement and bidding standards and prerequisites delineated at 105 ILCS 5/10-20.21; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*; the Illinois Criminal Code, 720 ILCS 5/1-1 *et seq.*; its prohibitions against interference with public contracting delineated at 720 ILCS 5/33E-1, *et seq.*; the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/1 *et seq.*; the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.,;* the Illinois Business Enterprises for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/2-105 *et seq.;* and policies of the Illinois Customer relating to the subject matter of the Agreement with Contractor.

When Contractor and/or its agents will be on an Illinois Customer's premises (whether for delivery, installation, the provision of contractual services, or otherwise), Contractor shall also comply in all respects with: all background check requirements set forth at 105 ILCS 5/10-21.9; the Illinois Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.,* and the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Any contractual payment requested of an Illinois Customer shall be invoiced, processed, and remitted to a Contractor in accordance with the requirements and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

This Agreement shall be construed and incorporated in accordance with the laws of the State of Illinois, regardless of any choice of law provision that might otherwise authorize construction of its terms in accordance with the law(s) of another state, states, or federal law.

By entering into this Agreement with an Illinois Customer, the Contractor's signature on the executed contract shall serve as Contractor's certification of Contractor's compliance with the foregoing laws and all requirements thereunder.

Entire Agreement and Construction

The Agreement, as modified by these Illinois Terms & Conditions, represents the entire agreement between Contractor and the Illinois Customer, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Illinois Customer and Contractor. In the event of a conflict between the Agreement, as modified by these Illinois Terms & Conditions, and a proposal from Contractor, the terms of this modified Agreement will take precedence.

Each party has reviewed and approved the Agreement, and no rule of construction that resolves ambiguities against the drafting party will be employed in the interpretation of this Agreement.

Dispute Resolution.

Any dispute arising in any manner hereunder shall be subject to resolution by litigation, unless all involved parties consent to an alternative means of dispute resolution. Venue for any legal action brought hereunder shall be the Illinois state circuit court of the county in which the Illinois Customer's administrative office is located or (if different and only if the Illinois Customer so elects) the Illinois state circuit court of the county where the Project is performed. Any provision of the General Terms purporting to change, limit, restrict, or shorten any Illinois period of repose and/or the duration of any applicable Illinois stature of limitation shall be of no force or effect against an Illinois Customer, it being understood by the parties that the Illinois periods of repose and statutes of limitation applicable to the subject matter hereof shall govern actions relating to this Agreement. No provision from the General Conditions shall limit, restrict, or shorten the duration of any period of repose or statute of limitation applicable under Illinois law.

Termination of the Agreement.

The Illinois Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon providing written notice to Contractor. If this Agreement is terminated by the Illinois Contractor for cause, the Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in replacing the goods under contract and/or completing the contractual work, and for any additional or other damages the Illinois Customer suffers. In the event this Agreement is terminated by the Illinois Customer solely for the Illinois Customer's convenience, Contractor shall be compensated for items properly provided and/or work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Illinois Customer. The Illinois Customer shall have no liability to Contractor beyond the date of termination. In no event shall Contractor be compensated for anticipated profit or lost opportunity.

Insurance and Indemnification Provisions.
Contractor hereby agrees to indemnify and hold the Illinois Customer, its board members, officers, agents, employees, administrators, attorneys, and any other parties designated by the Illinois Customer (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including (but not limited to) all attorneys fees and defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, negligence, willful and/or wanton behavior, and/or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmens compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to the Illinois Customer, the insurance coverages set forth in the General Conditions. In each such instance, Contractor shall, by endorsement, name the Illinois Customer as an additional insured and shall provide copies of said policies and endorsements to the Illinois Customer prior to commencement under this Agreement.

Funding Contingencies for Multi-Year Projects.
All contracts with Illinois Customers that call for performance, or otherwise extend, beyond the Illinois Customers' current fiscal year, are, and shall be, expressly contingent upon annual appropriations. In the event an Illinois Customer's entry into an Agreement with Contractor constitutes a lease purchase (whether for financing purposes or otherwise), that Agreement shall be subject to the provisions of 105 ILCS 5/10-22.25a in addition to all other terms set forth in this Agreement.

Warranties and Claims.
No provision(s) set forth in the General Conditions shall serve to limit the Contractor's liability with respect to damages of any sort (whether actual, incidental, consequential, or otherwise) suffered by an Illinois Customer, nor will any disclaimer of warranties be effective against an Illinois Customer.

Attorney Fee Provisions.
No provision providing for the payment of prevailing party costs and expenses (including legal fees) resulting from litigation or other method of dispute resolution shall be applicable to Illinois Customers.

Automatic Renewals.
No provision calling for automatic renewals or "evergreen" renewals, (wherein the term of the agreement automatically renews for a period beyond the initial term unless a party provides affirmative advance notice of termination to the other party) shall be effective in an Agreement with an Illinois Customer, it being the parties' understanding, instead, that the contractual arrangements with Illinois Customers will terminate upon completion of the initial term or satisfaction of the original scope, unless the parties subsequently and affirmatively agree to supplemental renewal provisions.

Successors and Assigns; No Subcontracting.
Contractor shall not assign any rights under, or interest in, this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Illinois Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions
Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

B. Procedure for Processing Orders
Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa. The Wilson Education Service Center utilizes an e-procurement facilitation system as the primary mechanism for ordering and the primary method of marketing. Vendors are required to use the IAESC Procurement System and GovPro systems upon award. A 2.25% administrative fee will be assessed on gross monthly sales for IAESC Procurement (used by schools), and a 3.25% administrative fee will be assessed on gross monthly sales on GovPro (all other entities) after a 1% price increase. Vendors shall not include shipping and handling charges, federal excise tax, or state sales tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

C. Members Purchasing Under the Agency
All public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities are eligible buyers. The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

8. Iowa, AEA Purchasing

A. *Additional Member Agency* *General Terms and Conditions that apply for all categories*

Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

B. *Additional Member Agency Terms and Conditions for* *Non-Construction Products and Services*

None.

C. *Additional Member Agency Terms and Conditions for* *Construction Products and Services*

AEA Purchasing may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

D. *Procedure for Processing Orders*

AEA Purchasing's eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to AEA Purchasing's eligible clients. All invoices for payment shall be sent directly to the AEA Purchasing eligible client ordering under the terms and conditions of this agreement. The AEA Purchasing eligible client will make payment directly to the awarded Vendor Partner(s)AEA Purchasing does not process any orders.

E. *Agencies Allowed to Purchase under the Member Agency*

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

9. Kansas, Greenbush-Southeast Kansas Education Service Center (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for **all** categories

Kansas Mandatory Contract Provisions

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.)* (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: 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.

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Assignment - SEKESC Right to Assign
In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

Purchase Orders
Any purchase order issued by SEKESC, or one of its eligible entities, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating eligible entities desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

Marketing

- Awarded Vendor will proactively market the awarded contract to all eligible entities. The SEKESC will enhance the Awarded Vendor's marketing efforts through communication and meetings with eligible entities, participation in marketing events and tradeshows, through its website and social media resources and through day-to-day customer support activities.
- Awarded Vendor will train its professional staff and sales force in the provisions and benefits of the awarded contract. The SEKESC will enhance such effort by providing joint trainings and participating in joint sales calls as needed.
- The SEKESC and Awarded Vendor will jointly design presentations, documents, and other promotional material to assist in the promotion of the awarded contract.
- Awarded Vendor will include the SEKESC (Greenbush) logo on all sales materials targeted to eligible entities for the awarded contract. The SEKESC hereby grants to Awarded Vendor a non-exclusive, revocable, non-transferable, permission to use the SEKESC (Greenbush) name and logo during the term of this Agreement. Likewise, during the term of this agreement, the Awarded Vendor grants the SEKESC (Greenbush) permission to reproduce their name and logo in connection with marketing and promotion of the awarded contract.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services
SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services
K.S.A. 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding $100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.

A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.

(b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.

(c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.

4-1030. State and local government contracts; mandatory provisions. (a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or

(2) whose contracts with the governmental entity letting such contract cumulatively total $5,000 or less during the fiscal year of such governmental entity.

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

- Purchase orders will be issued by the individual eligible entity.
- Vendors must issue invoices directly to the ordering eligible entity as specified on each purchase order.
- Delivery of all items included in this solicitation will be made to the locations within each eligible entity as will be specified on the purchase order.
- Each order shall contain a packing slip of its contents to assist in prompt processing of payments to Vendor.
- The SEKESC reserves the right to implement a Vendor Quotation Number process for contract awards related to, but not limited, to project-based and construction related proposal activities.

E. Agencies Allowed to Purchase under the Member Agency

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries
- Non-profit organizations holding form #501C3

10. Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records. Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid. The following Federal Clauses are required as a part of KY bid documents: 1. CLEANAIR/CLEANWATER A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSIONANDDEBARMENT Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),"Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions. 3. LOBBYING Vendor Partner will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC. 4. PROCUREMENTOFRECOVERED MATERIALSPURSUANTTO2 C.F.R. § 200.322 Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 5. BUYAMERICAN "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs. Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (atleast51percent) using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or Manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected. Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENTCONTRACTS Solicitation Requirements for cost reimbursable contracts:

A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

C. Contractor's determination of its allowable costs will be made in compliance with the applicable

DepartmentalandProgramregulationsandOfficeofManagementandBudgetcost circulars;
D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Construction Products and Services
The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS337.550. Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.
1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projectsof$250,000.00ormore, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed $25,000.(Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:
a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
b. A201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect
7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

C. Procedure for Processing Orders 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, quasigovernmental, 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: Finance Director. 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.

D. Members Purchasing under the Agency: Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district

is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi- g o v e r n m e n t a l or non- profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, LA, MS, NC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period

11. **Massachusetts, The Education Cooperative**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. *Contractor Payment Mechanism.* All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension.* A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. *Written Notice*. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. *Confidentiality*. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention, Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The

Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. ***Assignment.*** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. ***Subcontracting By Contractor.*** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. ***Affirmative Action, Non-Discrimination In Hiring And Employment.*** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. ***Indemnification.*** 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 connection 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. 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 judgment. 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.

12. ***Waivers.*** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. ***Risk Of Loss.*** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. ***Forum, Choice of Law And Mediation.*** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. ***Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.*** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

Prior to award, the Contractor must **certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory.**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the***:***

Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108 in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.
in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

12. ***Michigan, Oakland Schools, (OS)***

A. Additional Member Agency General Terms and Conditions that apply for all categories:

1. Conflict of Interest
   Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

2. Iran Economic Sanctions Act
   Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (OS). The Act also requires that a person that submits a proposal in response to an OS request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by OS, and not just to construction projects.

   The Act defines an Iran Linked Business as:
   a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
   b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

   If the OS determines, using credible information available to the public, that a person or entity has submitted a false certification, OS must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

3. Hazardous Materials
   If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

4. Modifications to Contracts
   No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

5. Governing Law
   Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of this solicitation, the sole and exclusive venue shall be the state or federal court of the local jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for:

1. **Non-Construction Products and Services**:
   All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education.

2. **Construction Products and Services**:
   All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to

comply with all applicable standards and statutes for said construction projects. Based on MCL 380.1267, labor must be bid. However, intermediate school districts or public K-12 school districts can choose to buy material only from a cooperative purchasing contract. The AEPA cooperative contract has been bid in accordance with Michigan statute. It was advertised as required in the state and a material price book meeting the requirement of providing a discount for the opportunity of responding to a multi-state bid for goods and services with a national scope was submitted at the time of bidding by the vendor and awarded to the lowest responding vendor. To be able to purchase material only for a project, the board of a school district or board of directors of a public-school academy needs to adopt a written policy governing the procurement of supplies, materials, and equipment. Material only fits into the classification of MCL 380.1267 of a cooperative bulk purchasing program.

MCL 380.11a(4) allows for intermediate school districts or public K-12 school districts to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district which allows the Intermediate school districts or public K-12 school districts to utilize the Oakland Schools awarded contract. In addition, under MCL 380.1274 (4), a school district or public school academy is not required to obtain competitive bids for items purchased through the cooperative bulk purchasing program.

A material only purchase is a direct purchase to the manufacturer for materials. This will require the intermediate school districts or public K-12 school districts to issue two purchases orders—one for the labor which will be awarded though a traditional competitive bid process and one for the material.

All other governmental agencies can utilize the Oakland Schools awarded contract for material and labor solutions pursuant to 18.1261.

C. Procedure for Processing Orders:

Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.

1. OS follows the AEPA Standard Ordering Process (see Part A, General Terms and Conditions for All Agencies, "Ordering Procedures").

2. 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.

D. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies, intermediate school districts colleges, universities, counties, cities, townships, villages, and non-profit organization** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS.

It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

13. **Minnesota, Cooperative Purchasing Connection (CPC)**

1. **General Terms and Conditions (All Categories)**
    a. **Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
    b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.
    c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.
    d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.
    e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
        i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
        ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
        iii. That a violation of this section is a misdemeanor; and
        iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
    f. **Participating Agency:** A participating agency shall be defined under Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.
    g. **Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.
    h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
    i. **Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

2. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

3. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and consult with the Vendor to determine if the Vendor can meet the requirements for construction- related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by **Minnesota Statute §326.12 subd. 3**. With certain exceptions, **Minnesota Rules part 1800.5200, subpart 1**, requires a licensed architect or

engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor can confirm that business can be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products, and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars ($175,000) or more in Minnesota;
2. One hundred thousand dollars ($100,000) or more for public improvement in South Dakota; or
3. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

4. **Insurance:**

The Vendor shall purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, 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 of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

5. **Procedure for Contract Award, Notification and Processing Orders**

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the CPC Board of Directors, CPC will inform its participating agencies of the award.

a. The contract will be listed on the CPC website (**www.purchasingconnection.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. CPC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tools shall be dedicated to CPC and/or AEPA information only.
e. 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.
f. Ordering Methods.
    i. All orders will be executed by participating agencies, directly, with the Vendor. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
    ii. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
    iii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iv. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    v. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies.

6. Administrative Fees & Reporting

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

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

7. **Express Online Marketplace**

CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. The Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

14. **Missouri, EducationPlus (EDPLUS) [Formerly Cooperating School Districts of the Greater St. Louis Area (CSD)**

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow EDPLUS customers to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and Missouri Department of Elementary and Secondary Education policies, rules and regulations. EDPLUS must receive a copy of the executed leasing documents prior to processing a purchase order. EDPLUS will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the EDPLUS customer, and what that cost will be. No sale of a contract to a third party will be made without first informing EDPLUS and the EDPLUS customer of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, EDPLUS will inform its members and other potential customers of the contract by announcing the award on its website by including the award in presentation comments and in other communications.

(2.) EDPLUS may require marketing materials from each vendor promoting the contract and AEPA relationship. EDPLUS will assist in the development of the marketing materials, if requested. Materials will be for distribution as well as posting on the EDPLUS website and disseminated to potential customers. Note: EDPLUS requires the awarded vendor to take ownership and actively promote the contract in cooperation with EDPLUS to all qualified customers.

(3.) When the customer identifies a desired product or service as available through the AEPA contract and makes a purchase on the EDPLUS online Marketplace or agrees on price as presented to the customer by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee 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 EDPLUS after the sale and payment is made to vendor. Payment shall be made to EDPLUS on a quarterly basis along with complete sales history during that period.

(5.) Vendor makes all deliveries and installations of products and services. EDPLUS does not warehouse items nor provide services.

(6.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

C. Customers Purchasing Under the Agency

We take great pride in the fact that EDPLUS is providing a complete line of purchasing services to our 50+ member school districts and hundreds of additional school districts, educational institutions, and nonprofit organizations. EDPLUS was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with EDPLUS. EDPLUS

D. Governing Law

MO. REV. STAT. §70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

E. Prohibition Against Boycotting Israel

Vendors signing a contract with EDPLUS will be required to sign a certification stating that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, pursuant to Revised Statutes of Missouri (RSMo) 34.600, known as the "Anti-Discrimination Against Israel Act."

15. **Montana, Montana Cooperative Services (MCS)**

1. General Standards: Purchases by public entities in excess of $80,000 are subject to public bid; purchases under this amount are subject to requirements of public contracts. See Sections 7-5-230 I and 7- 5-2304, Montana Code Annotated (Counties); Sections 7-5-4302 and 7-5-4303, Montana Code Annotated (Municipalities).

Note: purchases of less than $80,000 are not subject to public bid requirements, which provides local government entities with considerable flexibility to make purchases. Public bidding requirements do not appear to prohibit local government entities who are members of AEPA or MCS from soliciting bids from approved vendors for purchases in excess of $80,000.

2. Local Government Cooperative Purchasing Authority: Local governments may also elect to purchase cooperatively through the Montana Department of Administration in lieu of soliciting their own bids. 51 A.G. Op. 15 (2006). Procurement by government entities generally falls within the Montana Procurement Act, Section 18-4-10I, MCA, et seq.

A. Local Governments are authorized to adopt and implement the rules and standards of the Act:

18-4-124. Local government adoption of procurement provisions -- alternative project delivery contracts. (1) A political subdivision or school district may adopt any or all parts of this chapter and the accompanying ng rules promulgated by the department.

B. Local governmental entities and school districts are specifically authorized to purchase cooperatively in the public interest:

18-4-401. Definitions. As used in this pai1, the following definitions apply:

(1) "Cooperative purchasing" means procurement conducted by or on behalf of more than one public procurement unit.

(2) "Local public procurement unit" means a county, city, town, or other subdivision of the state or a public agency of any such subdivision; public authority; educational, health, or other institution; to the extent provided by law, any other entity that expends public funds for the procurement of supplies and services; and any nonprofit corporation operating a charitable hospital.

(3) "Public procurement unit" means a local or state public procurement unit of this or any other state, including an agency of the United States, or a tribal procurement unit.

(4) "State public procurement unit" means a state department, agency, or official that expends public funds for the procurement of supplies and services.

(5) "Tribal procurement unit" means a tribal government, tribal entity, or official of a tribal government located in Montana that expends tribal funds or funds administered by a tribe for the procurement of supplies and services to the extent provided by tribal or federal law.

18-4-402. Cooperative purchasing authorized. The department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units in accordance with an agreement entered into between the participants independent of the requirements of part 3. Cooperative purchasing may include purchasing through federal supply schedules of the United States general services administration , joint or multiparty contracts between public procurement units, open-ended state public procurement unit contracts that are made available to local public procurement units, and competitive contracts established by for-profit, not-for-profit, or nonprofit cooperative entities. (emphasis added).

Note: Cooperative purchasing by local governmental entities may require reentering into an agreement w with the Montana Department of Administration. This requirement does not appear to preclude local entities from participating as members of purchasing groups.

C. Local governmental entities are authorized to enter agreements with each other in order to purchase cooperatively. 7-11-104. Authorization to create interlocal agreements -- issuance of bonds for joint construction -- hiring of

teacher, specialist, or superintendent. One or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project, or service, including the issuance of bonds for the joint construction of a facility under 20-9-404, the hiring of a teacher or specialist under 20-4-201 or a superintendent under 20-4-401, or the hiring of or contracting with any other professional person licensed under Title 37, that any of the public agencies entering into the contract is authorized by law to perform. The contract must be authorized and approved by the governing body of each party to the contract. The contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties. (emphasis added).

3. School and school district cooperative purchasing authority: Schools and school districts are specifically authorized to purchase cooperatively utilizing qualifying purchasing entities:

"A [school] district may enter into a cooperative purchasing contract for the procurement of supplies or services with one or more districts. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of [soliciting public bids and awarding a contract] if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list." Section 20-9-204(4), Montana Code Annotated (emphasis added).

Note: Montana's AEPA member, Montana Cooperative Services, meets all of the statutory requirements of Section 20-9-204(4), MCA, with respect to cooperative purchasing groups.

Cooperative purchasing is another tool in the bag for local governmental entities, including school districts, to acquire services and supplies at better prices than may otherwise be available. Membership in MCS provides access to AEPA-approved vendors as well as in-state suppliers who have been carefully vetted for reliability and quality.

Disclaimer: The above discussion is for informational purposes only and does not constitute legal advice.

16. **Nebraska, Educational Service Unit Coordinating Council (ESUCC)**

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance and Payment Bonds: Upon execution of a contract between an ESUCC member and the prime contractor for construction or public improvement, performance and payment bonds described above in the AEPA General Terms and Condition shall be provided to the member. Performance and payment bonds between the member and the prime contractor shall be on standard forms. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law.

4) Insurance: 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, 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.
- Workers compensation coverage meeting all Nebraska statutory requirements.

5) Debarment and Suspension: Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

6) Statement Filed: A bidder who is awarded a contract for any goods or services for public works pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

7) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.

8) Employment Eligibility Verification: Consistent with NEB. REV. STAT. § 4-108, the Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

9) Federal Funding. I It is understood that purchases may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- **Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- **Davis-Bacon Act:** (Contracts that exceed $2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- **Contract Work Hours and Safety Standards Act:** (Contracts that exceed $100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.
- **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed $150,000) The parties shall comply with all applicable standards, orders, or regulations issued under 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).
- **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
- **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of $100,000 or more 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.
- **Termination for Cause and Convenience:** (Contracts that exceed $10,000) Termination for cause and convenience are governed by the Agreement. To the extent not addressed by the Agreement, the Agreement may not be terminated for convenience and may be terminated for any cause allowed by law.
- **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.
- **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at $150,000 but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, Owner should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal

court of Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them. The ESUCC does not and will not agree that any bidder or contractor will be notified of any public record request submitted to the ESUCC or its Members.

13) Conflict of Interest: By submitting a proposal, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

The Contractor shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

The Contractor, by submitting a bid, certifies that it has not had a contract with education organizations in State of Nebraska terminated early. If Contractor has had a contract terminated early within the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early.

Contractor 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.

Contractor certifies that Contractor and Contractor's employees, officers, and associates directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state have not 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

ESUCC may cancel any contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of ESUCC with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to ESUCC for demonstration or evaluation are not considered gratuities.

14) Exclusion of Persons with Criminal Record. ESUCC requires and Contractor agrees not to assign any individual or agent to perform any work under this contract on ESUCC property, any ESUCC Member's property, or a Nebraska school district's property with a criminal conviction of a serious nature as determined by ESUCC, including but not limited to any of the following convictions: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Contractor authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by contractor in the performance of the contract

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders both directly and electronically to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

17. **New Jersey, Educational Services Commission of New Jersey (ESCNJ)**

Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPA Member Agency. Any entity that uses the contract awarded by ESCNJ under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the ESCNJ Cooperative Pricing System. The bidder that is awarded the contract by ESCNJ is referred to as the "Contractor."

Once a contract is awarded by ESCNJ, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to ESCNJ only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.
2. **Event of default and termination of Contract:**
   ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:
   Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.
   Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.
   Step 3 - Issue the letter to cancel contract or purchase order.
   Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

   The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.
3. **Assignment:**
   Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.
4. **Indemnification:**
   Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.
5. **New Jersey** Participant Policies:
   The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under

this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate - Before award in NJ not at time of bid
2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
4. Statement of Ownership (Ownership Declaration Certification)
5. New Jersey Mandatory Equal Employment Opportunity Language (Exhibit A)
6. New Jersey Mandatory Equal Employment Opportunity Language Construction Contracts (Exhibit B)- (All time and material bids.)
7. New Jersey Certificate of Authority (All time and material bids.)
8. Certification of Non-Debarment for Federal Government Contracts (All time and material bids.)
9. Equipment Certification Form (All time and material bids.)
10. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage. http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html (Time and material bids.)
11. New Jersey Affirmative Action Questionnaire/Documentation (Certificate of Employee Information Report)
12. Prohibited Russia-Belarus Activities & Iran Investment Activities Form - Before award in NJ not at time of bid
13. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional informationvisitwww.nj.gov/dca/divisions/dlgs
14. W9
15. Certificate of Insurance with the ESCNJ named as insured and the bid title/# listed - Before award in NJ, not at time of bid
16. DPMC Notice of Classification- (All time and material bids.)
17. Total Amount of Uncompleted Contracts (All time and material bids.)
18. Americans with Disabilities Act of 1990
19. Statement of Suspension or Debarment Form
20. Sworn Contractor Certification; Qualifications Credentials (All time and material bids.)
21. Subcontractor Disclosure Statement (All time and material bids.)
22. Prevailing Wages Certification—Submission with Bid (All time and material bids.)
23. Pre-Qualification Affidavit/No Material Adverse Change (All time and material bids.)
24. Certificate of Authority (All time and material bids.)
25. Assurance of Compliance
26. Contractors licenses (All time and material bids.)
27. New Jersey School Development Authority (All time and material bids.)

6. **Performance Bonds:**

Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the New Jersey Participant.

7. **Governing Law:**

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without

regard to its conflicts of laws principles.

8. **Financing Arrangements:**
Any financing arrangements (including lease purchasing arrangements) may be made directly between the Contractor and a New Jersey Participant or with the free ESCNJ Leasing Program. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. ESCNJ must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. ESCNJ will not collect lease payments or be involved in the terms and conditions of the Contractor lease. All lease arrangements are between the Contractor and the New Jersey Participant only.

9. **Affirmative Action:**
The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award of bid.

10. **Independent Contractor:**
The Contractor shall not be held or deemed in any way to be the agent or employee of ESCNJ and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

11. **Incorporation of Bid Documents:**
The bid documents, including all appendices executed by Contractor that have been accepted by ESCNJ (the "Bid") are specifically incorporated into this Contract.

12. **New Jersey Public Records Act:**
The Contractor acknowledges that ESCNJ and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to ESCNJ and/or such New Jersey Participants may be made available to the public under the provisions of this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (ESCNJ) contract only:

1. Contractor agrees to provide ESCNJ with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide ESCNJ with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved ESCNJ logo, web address, bid #, bid title, bid term, NJ State Approved Co-op #65MCESCCPS and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The ESCNJ logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available ESCNJ supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshows, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved ESCNJ logo, web address, NJ State Approved Co-op #65MCESCCPS bid #, bid term and contact information on the Contractor's website promoting and providing a link to the ESCNJ website. Contractor will also provide ESCNJ with text, links and logos to be posted on the ESCNJ website.

B. **Procedures for Processing Orders**

1. Once the award is made to the Contractor, ESCNJ will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the ESCNJ website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by ESCNJ. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. 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.
4. 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:
    1. Date of order.
    2. The name of the New Jersey Participant.
    3. ESCNJ Bid Number

4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
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.

5. Quarterly reports and administrative fee payments are to be made payable to ESCNJ and sent to ESCNJ, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Bookkeeper, or such other address that ESCNJ will provide from time to time.
6. 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.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 686 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional New Jersey Participants may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non- profit organizations. The ESCNJ Cooperative Pricing System currently has 1,400+ New Jersey Participants located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

An ESCNJ employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", an ESCNJ employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an ESCNJ employee made a purchasing decision which appears to be based upon a personal relationship between the ESCNJ employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an ESCNJ employee and a vendor, (2) when there exists the potential for a personal benefit to an ESCNJ employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

The Contractor shall disclose any relationship with an ESCNJ employee that would not be considered an "arms-length" or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an "arms-length" or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit ESCNJ and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

American Goods - American Goods Clause—N.J.S.A. 18A:18A-20 - American goods and products to be used where possible

All contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, to be used in such work.

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Debarment/Suspension - N.J.A.C. 17:19-1.1 et seq. The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award— SAM (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM

For Time and Material bids - DPMC - There is a non-refundable fee of $100.00 which must be submitted to the State with your application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No application will be processed without the fee. If you have any questions, please contact the Contractor Classification unit by accessing the DPMC web site at www.state.nj.us/treasury/dpmc/ NOTE: It is suggested that a photocopy of this completed form be retained for your records. Please submit the completed application and all required documentation to the Treasurer, State of New Jersey. Upon

review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm. Please submit your certificate with your bid package.

Any contractor who submits a bid for a public works contract the amount which exceeds **$20,000**, pursuant to N.J.S.A. 18A:18A- 26, 27 et seq., shall be classified by the Department of Treasury, Division of Property Management (DPMC) as to the type of work and trades (character) and the aggregate rating (amount) of public work they are qualified to submit bids.

The ESCNJ may only accept bids from contractors that are qualified.

Notice of Classification—DPMC-27
The Notice of Classification is a document issued by the DPMC that provides the following information about the qualified contractor:

- Trade(s) classification held by the contractor

The contractor is classified by the trade and trade number as found in Form DPMC-27. For example

Trade Number	**Trade**
C030	Plumbing
C032	HVACR

The contractor is therefore qualified to submit bids (exceeding $20,000) to the board of education that pertain to plumbing and heating, ventilation, air conditioning and refrigeration.

For Time and Material Bids Equipment Certification 18A:18A-23. A certificate showing that the bidder owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

For Time and Material bids - Total Amount of Uncompleted Contracts - DPMC 701
This document is completed by the contractor submitting a bid, on the form provided by the DPMC. The document lists the amount of uncompleted contracts held by the contractor and a certification that the amount of uncompleted contracts, added to the bid amount for the ESCNJ Participant project, does not exceed the Aggregate Amount rating as assigned by the DPMC.

For Time and Material bids - Pre-Qualification Affidavit/No Material Adverse Change
Pursuant to N.J.S.A. 18A:18A-32, no bidder is qualified to bid on any public work contract unless they provide an affidavit that there has been no material adverse change in his qualification information pursuant to N.J.S.A. 18A:18A-28.

For Time and Material bids - Prevailing Wages Certification; Alterations and repairs - The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the New Jersey Participant, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56-25 et seq. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at http://lwd.dol.state.nj.us/ the Prevailing Wages Determination Section.

For Time and Material bids - Compliance with New Jersey Prevailing Wage Act
Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

For Time and Material bids - Certified Payrolls
Every contractor agrees to submit to the New Jersey Participant a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the New Jersey Participant, if certified payrolls are not received by the New Jersey Participant. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

For Time and Material bids - Submission of Affidavit
Before final payment, the contractor shall furnish the New Jersey Participant with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

For Time and Material bids – <u>Certificate of Authority</u>
All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]
Tax Effective Date 10-15-10
Document Locator No. [redacted]
Date Issued 10-14-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

For Time and Material bids – <u>Contractor Trade Licenses</u>
All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

For Time and Material bids – Contractor's Registration evidence "Public Works Contractor Registration Act"

A. <u>Valid Certificate – Receipt of Bid</u>

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act.*" The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. <u>Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory</u>

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

For Time and Material bids – NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

For Time and Material bids – Sworn Contractor's Certification - (Bidder's Certification)
Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification shall lead to the bid being rejected.**

Term of Contract and Extensions: Multiyear contracts – 18A:18A-42
All contracts for the provision of goods or services shall be awarded for a period not to exceed 24 consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.18A:18A-5 shall be awarded for a period not to exceed 12 consecutive months. Any Board of Education may award a contract for longer periods of time for the listed goods/services as stated in 18:A-18A-5. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year extensions, subject to the following limitations: a. the contract shall be awarded by resolution by the ESCNJ Board Members upon a finding by the ESCNJ that the services are being performed in an effective and efficient manner; b. no such contract shall be extended so that it runs for more than a total of five consecutive years; c. any price included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contact remain substantially the same. All multiyear leases and contracts entered into pursuant to this section, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above and contracts for the provision of performance of goods and services to promote energy conservation through the production of I renewable energy, authorized pursuant to subsection o. of this section, shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law" N.J.S.18A:18A-1et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a board of education has commenced rebidding prior to the time the contract expires or when the awarding of a contact is pending at the time the contract expires.

18. **New Mexico, Cooperative Educational Services (CES)**

The following are terms and conditions that apply to CES Members' and Participating Entities' use of products, services and/or construction services procured by this Request for Proposal (RFP) or Request for Bid (RFB). By making use of any products, services and/or construction services procured by this RFP or RFB, the Member or Participating Entity agrees to the following conditions.

Use Conditions

1. The contract terms to be followed by the Contract Holder are those contained in the above referenced RFP or RFB, and Contract Holder will agree to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder will agree that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members or Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

2. CES Member or Participating Entity acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. A CES Member or Participating Entity may place purchase orders for Products, Services and/or Construction Services und with the contract holder or in the case of construction CES which, in turn, shall place the purchase order with the Contract Holder. However, any resulting contract between the Contract Holder and a CES Member or Participating Entity does not create any additional obligations on the part of CES.

3. For transactions which involve CES transmitting purchase orders from a Member or Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member or Participating Entity in accordance with CES Member or Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES. For purchase orders sent directly to the contract holder or purchase orders sent by CES to the contract holder, CES also volunteers to provide informal mediation services between Contract Holder and CES Member or Participating Entity in the event any dispute arises between them.

4. For purchase order sent to contract holder by CES, upon CES' receipt of funds from the CES Member or Participating Entity, CES has shall apply those funds only as instructed by CES Member or Participating Entity. CES shall incur no liability to CES Member or Participating Entity except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services. Performance is the sole responsibility of Contract Holder.

5. CES Member or Participating Entity agrees that it will not assert any claim against CES in the event a dispute arises regarding the alleged failure of Contract Holder or a CES Member or Participating Entity to perform as provided for any purchase order or other contract between Contract Holder and a CES Member or Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

6. Any liability alleged to lie with CES shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

For the purposes of this solicitation the following terminology shall be defined as indicated below:

1. The terminology: "Agency", "CES Eligible Agency" and "Eligible Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.
2. The terminology: "AEPA" is defined as Association of Educational Purchasing Agencies as the agency that conducts and performs procurement activities on behalf of CES and CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
3. The terminology: "Offeror" is defined as contractor, contract holder, vendor, or supplier and can be used interchangeable.
4. The terminology: Cooperative Educational Services is defined as "CES", "CES Members and Participating Entities". Therefore, CES, Members and Participating Entity are interchangeable.
5. **"Buyer"**: as used in this solicitation (RFP) is defined as "CES" as the agency that conducts and performs procurement activities on behalf of CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
6. **CES Members:** Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978, § 22-1- 2, State Institutions as defined in NMSA 1978, § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978, § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978, § 21- 14-1 et seq.,

technical and vocational institutes defined in NMSA 1978, § 21-16-1, area vocational schools defined in NMSA 1978, § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978, § 21- 14A-1, charter schools as defined in NMSA 1978, § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code NMSA 1978, § 13-1-135 to enter into cooperative purchasing agreements, pursuant to NMSA 1978, § 11-1-1 and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

7. **CES Participating Entities**: Are defined as public agencies and/or organizations classified as follows that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

a) Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment 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.

b) State Agency NMSA 1978, § 13-1-190 is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or office of the executive, legislative, or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent but does not include local public bodies.

c) Local Public Body [NMSA 1978, § 13-1-67] is defined as a political subdivision of the State and the agencies, instruments, and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [NMSA 1978, § 13-1-28].

d) Non-Profit, Non-Public Educational Institutions and other Non-Profit 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.

8. **CES Regions:** New Mexico is a large state geographically. For this solicitation (RFP), CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public-School Districts located in each. Any public educational institution, i.e., BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico- Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro, and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5**) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell, and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
8. Region Eight (8) – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

9. **Cooperative Procurement:** Is authorized under NMSA 1978 § 13-1-135 and this contract is based on the need for CES

to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for Public Educational Institutions, Participating Entities, Local Public Bodies, and other external procurement units.

10. **Cooperative Procurement Agreement:** Is an agreement between CES and a Participating Entity for establishing the procurement method by which Participating Entities may join in cooperative multi-jurisdictional contract to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative(CES).
11. **Prime Contractor:** Any Contractor paid directly by CES or its Member and Participating Entity is a prime contractor; a subcontractor is paid by the prime contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.
12. **Procurement Code:** NMSA 1978, §§ 13-1-21 through 13-1-199 may be cited as the "Procurement Code".

Acceptance of Delivered Services: The CES Member or Participating Entity will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the contract order. If there is a dispute between the Offeror and the CES Member or Participating Entity, CES will make the final determination.

Accounts Payable: This is the amount owed to an Offeror by CES or the CES Member/Participating Entity due to an accepted delivery of products or services by a CES Member/Participating Entity pursuant to a contract executed as a result of this solicitation.

Administrative Fee: CES' two percent (2%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable, New Mexico Gross Receipts Tax (NMGRT), and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES or CES Member or Participating Entity according to the payment schedule established by CES.

Applicable Law: Any contract executed as a result of this solicitation will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under any contract entered into as a result of this solicitation will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: Any contract executed as a result of this solicitation which requires arbitration, is subject to the extent required by the New Mexico Uniform Arbitration Act, Sections 44-7A-1 to 44-7A-32 NMSA 1978.

Assignment: No right or interest in any contract executed as a result of this solicitation will be assigned or transferred by the Offeror without notification and approval to AEPA and CES, and no delegation of any duty of the Offeror will be made without notification to AEPA and CES.

Assignees, Mergers, Dissolution and Successors: The Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. The surviving, resulting, or transferred business structure shall:

A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
B. Agree in writing to perform all of the existing and future obligations of the original Offeror's CES Contract.
C. Provide CES with all of the documents required for said assignment, merger or dissolution for the CES procurement file.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by CES prior to the Offeror accepting a purchase order. CES reserves the right to assess a special handling charge of Thirty-Five Dollars ($35) per check. The special handling charge will be deducted from the amount of the invoice being paid.

Audit Rights: In accordance with applicable State of New Mexico and federal law, the Offeror's books and records related to any process and/or activity that occurs as a result of a contract executed as a result of this solicitation may be inspected by CES and/or the New Mexico State Auditor. Offeror must retain payment records received from CES for a period of (3) years from the date of final payment.

Authority: Any executed contractual agreement, is issued under the New Mexico Procurement Code, CES Board Policies, and CES Procurement Guidelines.

Billing: Upon acceptance of the delivery of goods and/or services, the Offeror will invoice, either CES or the CES Member/Participating Entity, referencing the purchase order number issued. If CES issues the purchase order, the CES Member's/Participating Entity's name must be on the invoice. The Offeror will only issue invoices to CES, CES Member or Participating Entity from which the purchase order was issued. The Offeror will only accept a purchase order from a Member or Participating Entity in accordance with the CES Direct Purchase process. Goods and services will be invoiced at the current contract pricing on file with CES. At a minimum, the invoice must include: the CES contract number, the hourly rate or the catalog/list unit price, the CES discount and the final CES price. All pricing must include the CES two percent (2%) administrative fee embedded into the final CES price. Except for adding shipping or freight costs, the invoice amount cannot exceed the amount of the CES or CES Member/Participating Entity purchase order total. New Mexico Gross Receipts Tax (if applicable) must be shown as a separate line.

Bonds: Bid, Performance and or Payment Bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Bribes, Gratuities and Kickbacks: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member, or a representative of the prospective Offeror has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Offeror submits a proposal (NMSA 1978, § 13-1-191.1). Prior to the Offeror entering into a contract with an individual CES Agency, the Offeror must provide the CES Member or Participating Entity with a Campaign Contribution Disclosure Form.

CES eProcurement System: CES has online procurement and contract management system called CES eProcurement System. This system allows CES to manage Bid and RFP submission, contract holder's business and contract information, all into one web-based application. If recommended for a contract award, the bidder or offeror will need to create a user profile for their company in the CES eProcurement System. This allows CES to maximize the efficiencies of the contract and solicitation process through a web-based solution.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act NMSA 1978, Chapter 14, Article 2, will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The Offeror must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "CONFIDENTIAL" in order to claim protection, if any, from disclosure. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL" within the required electronic submission.

The CES Procurement Manager will review the statement and will determine in writing whether the information will be withheld. If the Procurement Manager determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made, and the bid or RFP may be rejected.

Confidential Information Disclosure: Any confidential information provided to the Offeror by CES, its Members or Participating Entities or developed by the Offeror based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Offeror without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Offeror shall deliver all confidential material in its possession to CES, its Members, or Participating Entities within thirty (30) business days of such termination. Offeror acknowledges that failure to deliver such confidential information to CES, its Members, or Participating Entities will result in direct, special, and incidental damages.

Conflict of Interest: Any contract executed related to this solicitation is subject to cancellation by CES if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of a CES Member or Participating Entity is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Conflict of Interest - Disclosure of Employment: Offerors submitting proposals will disclose any and all owners, contractors, or employees who are active employees of CES or are immediate relatives of an employee of CES.

Contract: Any agreement for the procurement of items of tangible personal property, construction, professional services and other services.

Contract Non-Exclusive: Any contract resulting from this solicitation with the understanding and agreement that it is for the sole convenience of CES, its Members or Participating Entities in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

Contract Term and Extension: The contract term shall be for up to four (4) calendar years and shall continue until terminated, canceled, or extended by either CES or Association of Educational Purchasing Agencies (AEPA). CES reserves the right to renew the Agreement through a written amendment signed by all required signatories but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150. "Perpetual" Software Licensing Service Agreements executed under any contract awarded as a result of this solicitation are subject to the provisions of NMSA 1978, § 13-1-150.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interest of CES, its Members, and Participating Entities but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150 and the Association of Educational Purchasing Agencies (AEPA).

Contract Type: Subject to the limitations of Sections 123 through 127 [13-1-150 to 13-1-154 NMSA 1978] of the Procurement Code, any type of contract, including but not limited to definite quantity contracts, indefinite quantity contracts and price agreements, which will promote the best interests of CES, CES Members and Participating Entities may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. A cost-reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required. NMSA 1978 § 13-1-149.

Default in One Installment to Constitute Total Breach: Offeror will deliver conforming materials in each installment, or lot of any contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Offeror delivers nonconforming materials to any CES Member or Participating Entity under this contract.

Debarment Disclosure: If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall include a letter with its response identifying the name and address of the governmental 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. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Offeror, including the details enumerated above. A response from an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of an Offeror to disclose a debarment or suspension in accordance with this section may result in their response being disqualified for award of the solicitation.

Defective Goods: Every tender of materials must fully comply with all provisions of this solicitation and resulting contract. If tender is made which does not fully conform, this will constitute a breach, and Offeror will not have the right to substitute a conforming tender without written consent of all parties involved. Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition as determined by the CES Member or Participating Entity. Offeror agrees to arrange for return shipment of damaged goods at no cost to the CES Member or Participating Entity.

Delivery of Goods and Services: Offeror agrees to supply and deliver the Goods or Services to CES, its Members or Participating Entities and to perform the Services, as applicable per the scope of work. Offeror shall, at its own expense, pack, load, and deliver Goods or Services to the Delivery Point and in accordance with the delivery terms, shipping, packing, and other instructions printed on the CES or CES Member or Participating Entity purchase order or otherwise provided to the Offeror by CES, its Members or Participating Entities in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the purchase order or otherwise agreed to in writing by CES, its Member or Participating Entity.

Offeror must immediately notify CES, its Members or Participating Entities if Offeror is unable to meet a Delivery Date. At any time prior to the Delivery Date, CES, its Members or Participating Entities may, upon notice to Offeror, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of CES, its Members or Participating Entities or due to failure of Offeror to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to CES, its Members or Participating Entities upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the CES, its Members or Participating Entities in writing. CES, its Members or Participating Entities has no obligation to obtain insurance while Goods are in transit from Offeror to the Delivery Point.

Descriptive Literature and Brand Names: Contractor**,** as required by CES, its Members or Participation Entities include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers are intended to describe and identify equipment and software.

Electronic Data: The product and service provider must be willing and capable of providing to the CES and its Member or Participating Entity, upon request, documents i.e., proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc. in an acceptable electronic format as approved by CES or CES Member or Participating Entity.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor 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 either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; pandemics; lockouts; injunctions-interventions-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 shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Indemnification: To the fullest extent permitted by law, Offeror shall, defend, indemnify and hold harmless CES, its Members, its Participating Entities, its officers and employees, against any and all liability, claims, demands, actions, damages, losses, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, government action and all expenses, including attorneys' fees and litigation expenses, demands or expenses asserted by a third-party, caused by, or resulting from, Offeror's and/or its employees, act(s) or omissions(s) while Offeror, and/or its employees, perform(s) or fails to perform its obligations and duties under any agreement entered into as a result of this solicitation or acts or omissions occurring outside of said agreement. Any equipment or facilities damaged by Offerors' operation shall be repaired and/or restored to their original condition at Offerors' expense. Offeror shall at all times during the life of the contract entered into as a result of this solicitation keep in force the minimum liability insurance limits as outlined in this solicitation. Failure to maintain current coverage in the amounts stated may result in termination of any agreement entered into as a result of this solicitation CES shall be named as a co- insured on the insurance policy and the policy shall provide that the policy cannot be modified or cancelled without the approval of CES. "This provision shall survive any termination of any Agreement entered into as a result of this solicitation Offeror will promptly advise CES in writing of any action, administrative or legal proceedings or investigation as to which defense and indemnification shall apply."

Indemnification Intellectual Property: 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:

1) Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim;
2) Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and
3) 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:
   a) 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;

b) Replace or modify the product or service so that it becomes non-infringing; or
c) 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. 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.

Intellectual Property Ownership: 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.

Intellectual Property Offeror: Offeror will retain ownership of its pre-existing Intellectual Property (IP), including any that may be incorporated into the Contract IP, provided that Offeror informs CES or the CES Member/Participating Entity in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Offeror hereby grants to CES or the CES Member/Participating Entity a perpetual, irrevocable, royalty-free worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, create derivative works based on such pre-existing Intellectual Property as my be incorporated into the Contract IP or otherwise provided to CES or the CES Member/Participating Entity in the course of performing under any contract resulting from this solicitation.

Data Use, Ownership of Materials, and Privacy: The terms of this section apply if Offeror receives, has access to or analyzes CES or CES Member/Participating Entity's data. As between the parties, CES or the CES Member/Participating Entity will own, or retain all of its rights in, all data and information provided by CES or the CES Member/Participating Entity to the Offeror, as well as all data and information managed by Offeror on behalf of CES or the CES Member/Participating Entity, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to any agreement generated through this solicitation, even if generated by the Offeror, as well as all data obtained or extracted through CES or the CES Member/Participating Entity or Offeror's use of such data or information. CES or the CES Member/Participating Entity's data includes all data and information provided directly to the Offeror.

All CES or CES Member/Participating Entity data will be CES's or the CES Member/Participating Entity's Intellectual Property (IP) and Offeror will treat it as "Confidential Information". Offeror will not use access, disclose, or license, or provide to third parties, any CES or CES Member/Participating Entity data, except to fulfill the obligations of the Contract IP. Without limitation, the Offeror will not use any CES or CES Member/Participating Entity data whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstration, without in each case, CES or the CES Member/Participating Entity's prior written consent. Offeror will not, directly or indirectly attempt to re-identify or de-aggregate, de-identified or aggregated information; or transfer de-identified and aggregated information to any third party.

Information Security: All systems, software, services, and devices that store, transmit, or otherwise process CES or a CES Member/Participating Entity's data must be designed, managed and operated in accordance with the information security best practices and in compliance with all applicable laws, rules and regulations.

Installation: Equipment or products that require professional installation will be installed in coordination with the CES Member or Participating Entity. If delayed, the Offeror will notify in writing both CES and the CES Member or Participating Entity of the revised installation date.

Insurance: Upon contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under the prospective contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the contractor or by anyone for whose acts

the contractor may be liable during the entire performance period of the prospective contract. The contractor must furnish an ACORD Certificate of Insurance to the CES. If policy changes occur during the life of the contract, it is the Offeror's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Offerors will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Offerors will submit a certificate of comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability. Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
3. Umbrella: $1,000,000. The Offeror will name CES and the CES Member or Participating Entity as co-insured up to the limits required by New Mexico Statues. Additional punitive damages liability to $500,000 will be provided naming CES as co-insured.
4. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.
5. In addition, Offeror must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. 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 contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES Member or Participating Entity.

Leasing: Contractor may offer CES Members the option to enter into a lease or lease purchase agreements, providing such agreements are in compliance with New Mexico statutes. CES must receive a copy of the executed leasing documents between the leasing agency and the CES Member or Participating Entity. The contractor providing the equipment(s) to the CES Member or Participating Entity that is funded thru a lease option shall pay CES the two percent (2%) administrative fee on the total cost of the equipment(s), maintenance agreement, extended warranties and any products and services included in the lease agreement The CES administrative is non-refundable should the lease terminate early. CES will not collect lease payments, the CES Member or Participating Entity will make lease payments directly to the leasing agency. All terms of the leasing agreement must be included in the proposal including interest rates as related to a government standard. Contractor must indicate if the shipping costs for the return of leased equipment are the responsibility of the CES Member or Participating Entity and what that cost will be. No sale of a contract to a third party will be made without informing CES and CES Member or Participating Entity of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Offeror.

A purchase option must be available with each scheduled payment. At lease end, an option to purchase the equipment at fair market value must exist or the CES Member or Participating Entity must return the equipment to the Leasing Agency. As required by New Mexico law, the lease agreement with the CES Member or Participating Entity must contain a termination provision for "Non-Appropriation of Funds." In the event no funds or insufficient funds are appropriated and budgeted by the CES Member or Participating Entity (Lessee) or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under the lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received under the lease without penalty or expense to Lessee. The CES Member or Participating Entity shall make the determination if sufficient funds have been appropriated. The CES Member or Participating Entity shall give Lessor or its assignee written notice at least thirty (30) days prior to termination of lease due to Non-Appropriation of Funds.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199.

Licenses: The contractor will maintain in current status all applicable federal, state, and local licenses, bonds, and permits as required for the performance of any contract awarded. Copies of licenses will be submitted by the contractor as required by CES, its Member or Participating Entity.

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

Limitation of Liability: The Offeror's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its Member Agency caused by the Offeror's negligence. The liability of CES or any CES Member Agency will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

Limitation of Liability: The contractor's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its CES Member or Participating Entity caused by the contractor's negligence. The liability of CES or any CES Member or Participating Entity will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

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

Ordering Process: CES currently offers (4) four procurement/purchasing options: the "Traditional Method", the "Online Ordering Method" through Contractor's website and the "Direct Purchase Method" through the CES Blue Book and Leasing.

1. **Traditional method**, CES Members/ Participating Entities will submit signed purchase orders to CES at PO@CES.ORG. CES will then issue a purchase order to the Offeror. The Offeror must agree to never accept a purchase order directly from the CES Member/Participating Entity based on this procurement method. The purchase order you receive must be issued by CES.
2. **Online ordering through Offeror's website**, which allows the CES Members/Participating Entities to go online and create an order through the Offeror's system; the Offeror delivers the product/services; invoices the CES Member/Participating Entity; the CES Member/Participating Entity pays the Offeror; and the Offeror rebates the CES administrative fee to CES, unless an agreement to deviate from this process has been approved in writing by both parties.
3. **Direct Purchase:** For CES Direct Purchase the CES Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror and Member. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the CES Member/Participating Entity directly and collect payment. CES will invoice Offeror the CES 1.25% administrative fee.
4. **Leasing:** The Offeror will rebate the CES administrative fee based on the full amount, of the lease upon payment to the Offeror by the leasing company. CES must be provided a copy of the lease agreement for compliance.

Patent and Copyright Infringement: 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:

1. Give Offeror prompt written notice of any such claim after becoming aware of such claim.
2. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations.

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 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 to 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.

Payments by CES Member or Participating Entities: For the purchase by a CES Member or Participating Entity directly from

the Offeror for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Offeror will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Offeror is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days may not beconsidered.*

Payment of Administrative Fee: When a CES Member or Participating Entity issues payment directly to the Offeror for goods and services received and accepted, the Offeror will upon receipt of payment from a CES Member or Participating Entity, issue payment to CES for the CES administrative fee as invoiced by CES.

Price List/Pricing: The Offeror will furnish CES with electronic copies of or provide electronic access to the approved current price list for products and services offered under this solicitation. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with AEPA and approved by CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES, CES Member or Participating Entity. All pricing must include the CES two percent (2%) administration fee.

Price Quote/Proposal: When preparing a quote/proposal, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment, and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum, all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES two percent (2%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by AEPA and CES.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Offeror must obtain from the CES Member or Participating Entity written documentation identifying the work completed and goods received to be submitted with progress payment request.
4. Payments will be made only after actual goods and/or services are verified, received, and accepted by the CES Member or Participating Entity.
5. Payments will be made in full compliance with the CES Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations, and statutes.
6. If the estimate of work and/or goods received are not approved and certified by the Member or Participating Entity. CES, Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
7. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract executed as a result of this solicitation will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this solicitation will become the property of CES and be a matter of public record available for review, under the supervision of CES staff from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 10601 Research Rd. NE., Albuquerque, NM 87123.

Quality: Unless otherwise noted in this solicitation, Offeror warrants that for one (1) year after acceptance of the equipment or materials or work performed for the CES Member or Participating Entity, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged, and marked as the contract may require; and

5. Conform to the written promises or affirmations of fact made by Offeror.

Safety Measures: Offerors will take all necessary precautions for the safety of CES, CES Member and Participating Entity Staff and the public in general when installing, delivering goods, or services to CES, CES Members or Participating Entities physical location

Safety Standards: All items supplied to CES Member or Participating Entity will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES Member or Participating Entity, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES Member or Participating Entity. Samples will be free of charge and submitted and removed at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Member or Participating Entity will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member or Participating Entity will have the right to dispose of them.

Serial Numbers: Equipment offered/proposed in this solicitation must have the original manufacturer's serial number.

Severability: The provisions of any contract executed as a result of this solicitation are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application

Shipping Errors: Offeror agrees that shipping errors will be at the expense of the contractor. For example; if the contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the contractor to pay for shipping charges back to the manufacturer or distributor, etc., at the convenience of the CES Member or Participating Entity.

Shipping Terms: FOB Destination, "pre-pay and add "unless otherwise indicated by the CES Member or Participating Entity. The receiving agency will notify CES, the Offeror and/or Freight Company promptly of any damaged goods and will assist the Freight Company/Offeror in arranging for inspection.

Smoking: All contract holders and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Stored Materials: Upon prior written agreement between the Contract holder and CES Member or Participating Entity, 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 CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contract holder against loss and damage. Offeror agrees to provide proof of insurance coverage and addition of CES Member or Participating Entity as an additional insured upon agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of a buying CES Member or Participating Entity and be separated from other materials. The buying agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the CES Member or Participating Entity, it shall be the Contract holder responsibility to protect all materials and equipment. The Contract holder warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGRT) and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. No NMGRT can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Contract holder shall include such taxes as a separate item on the original invoice to CES.

Termination for Material Breach: Either Party may terminate any Agreement by notice to the other Party, for any material breach of said Agreement by the other Party, if such breach is not cured within ten (10) business days after the breaching Party receives notice of such breach from the non-breaching Party; provided, however, if such breach is not capable of being cured within the ten (10) business day period, the cure period shall be extended for an amount of time that the Parties agree to in writing and is reasonably necessary to cure such breach, so long as the breaching Party is using diligent efforts to do so. In case

of Default and/or Breach by the Offeror, for any reason whatsoever, CES or the CES Member or Participating Entity may procure the goods or services from another source and hold the ~~Offeror~~ Contract holder responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and CES or the CES Member or Participating Entity may also seek all other remedies under the terms of said Agreement and under law or equity.

Termination for Convenience: CES can, by written notice stating the effective date, may terminate any Agreement for convenience in whole or in part, at any time. CES, its Member or Participating Entity shall pay for acceptable work performed prior to the Contract holder receipt or issuance of a notice of termination. The Contract holder shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Termination for Default: CES reserves the right to terminate in whole or any part of any contract executed as a result of this solicitation due to the failure by the ~~Offeror~~ Contract holder to carry out any obligation, term or condition of the said contract. CES may issue written notice to the ~~Offeror~~ f Contract holder or acting or failing to act under but not limited to the following conditions.

1. The Contract holder provides material that does not meet the specifications of the contract.
2. The Contract holder fails to complete the services set forth in the specifications of the contract.
3. The Contract holder fails to complete the work required or to furnish the materials required within the specified time.
4. The contract holder fails to make progress in the performance of the contract and/or gives CES cause to believe that the Contract holder will not or cannot perform the requirements of the contract.
5. The Contract holder fails to observe any or all of the terms and conditions.
6. The contract holder accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Offeror will have ten (10) business days to provide a satisfactory response in writing to CES. Failure on the part of the Offeror to satisfactorily respond shall result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice to Contract holder terminate the contract if the Contract holder is found in violation of any of the following: NMSA 1978, § 13-1-191, NMSA 1978, § 30-24-1, NMSA 1978, § 30-24-2, NMSA 1978, § 30-41-1 to NMSA 1978, § 30-41-3.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this solicitation and executed through the AEPA/CES procurement process may be terminated for insufficient appropriations or authorizations. If sufficient appropriations and authorization are not made by the Legislature of New Mexico, or the CES Member or Participating Entity's Governing Body, any Agreement executed as a result of this solicitation shall terminate immediately upon written notice being given by CES, or the CES Member or Participating Entity to the Contract holder. CES, its Members or Participating Entity's Governing Body decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contract holder and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of NMSA 1978, § 13-1-156 and shall be dismantled and removed at the Contract holder expense.

Warranty: The Contract holder agrees that the tangible personal property or services furnished shall be covered by the most favorable commercial warranties the Contract holder gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to CES and/or the CES Member or Participating Entity and are in addition to and do not limit any rights afforded to CES and/or the CES Member or Participating Entity by any other Clause of this Agreement or order. Contract holder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Warranty – Value Added Reseller: If Contract holder is a value added reseller (VAR) for products solicited as part this (RFP) and not the Original Equipment Manufacturer (OEM) or licensor, the Contract holder shall forward all warranties to CES or the CES Member or Participating Entity which are provided to the Contract holder from the OEM, and to the extent granted by the OEM, CES or the CES Member or Participating Entity shall be the beneficiary of the OEM's warranties with respect to the products. Contract holder shall not be a party to any such warranties between CES or the CES Member or Participating Entity and the OEM.

Year-End Procurement: Purchase orders (PO) issued to an Offeror for goods must be delivered and services must be

completed five (5) days prior to the CES Member or Participating Entity fiscal year end (June 30th), unless agreed upon in writing by both the CES Member or Participating Entity and the Offeror. CES must receive all invoices dated for the prior fiscal year by the 10th business day in July. The CES Member or Participating Entity may cancel purchase orders not completed by June 25th. The CES Member or Participating Entity may issue new or revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

CES SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION

The Contract shall be governed by the laws of the State of New Mexico and parties agree that the State of New Mexico District Court of the County where the Project is located shall have jurisdiction to resolve all claims, issues and disputes not otherwise resolved in accordance with contract documents. Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein; and if through error or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall be amended without cost to make such insertion or correction and that the remainder of this Contract shall remain in effect and not be affected thereby.

Americans with Disabilities Act: For any project contracted under this RFP, the Proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. The Construction Industries Division does not review plans and specifications for compliance with the ADA or ADAAG. The issuance of a building permit and compliance with the minimum codes do not ensure compliance with ADA or ADAAG. It is the Offeror's responsibility for compliance to ADA and ADAAG requirements for Lots under this Category.

Assignment of Antitrust Claims
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this project are hereby assigned to CES and the Owner but only to the extent that such overcharges are passed on to the Owner.

Bonds: All bid, performance, and payment bonds, if required, are to be issued by a corporate surety company authorized to do business in New Mexico as approved in federal circular 570 published by the United States Treasury Department.

1. Upon RFP submittal, CES requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars ($25,000) in response to this RFP. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
2. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
3. Prime Contract must identify its bonding capacity in the solicitation. Contractor will have the right to refuse work once its bonding capacity has been reached.

Change Orders:

1. A mutually agreed upon system for establishing changes orders must be identified, including changes in scope and changes in compensation for the prime Contractor. All change orders will be agreed to in writing by the Contractor and the CES Member or Participating Entity. No change order or Supplemental Job Order that increases the cost of the project will be permitted without a purchase order to CES from the Member ordering the change.
2. A copy of the approved change order must accompany a revised purchase order to CES. Minor changes mutually agreed upon between the CES Member or Participating Entity and the Contractor that do not involve compensation may be made without informing CES.

Claims and Disputes
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.

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.

Commencement Date/Substantial Completion Date:
CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor.
1. Upon substantial completion of the project and as part of the project close-out phase, the Contractor will deliver to the CES Member or Participating Entity all associated paperwork to include but not limited to as built drawings, executed warranties, and guarantees applicable to the goods and services provided and any owners and operating manuals.

Construction: As defined in the New Mexico Procurement Code Regulations under 13-1-40 NMSA 1978. Definition: "construction" means 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 pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; 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 shall 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.

Contract between Owner, Buyer and Contractor: The Owner, Contractor, and CES shall execute a CES Three- Party Agreement for any project that requires a Davis Bacon or NM wage decision This Three- Party Agreement must be signed by all parties prior to the Contractor starting any work. In reference to this document, the Owner is a CES Eligible Agency; the Buyer is CES, which is acting as a conduit through which title to tangible goods may be vested in Owner. CES warrants and assures the Owner that it has complied with the State of New Mexico Procurement Code, Public Works Minimum Wage Act, the Public Works Contract Act, and the Subcontractor Fair Practices Act. The parties may agree to use as a guide the following; American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201, PSFA General Terms and Conditions, or Engineers Joint Contract Documents Committee (EJCDC®).

When using this agreement, the Contractor is responsible for providing CES with the information required to complete the Three-Party Agreement and must be executed prior to the first payment request is submitted to CES by the Contractor. It is at the discretion of the Owner and the Contractor to determine if an additional industry standard contract is to be executed in addition to this contract, including but not limited to, American Institute of Architects (AIA), The Engineers Joint Contract Documents Committee (EJCDC®) or Public School Facilities Authority (PSFA).

Contractor: As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978: "contractor" means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, bridle path, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or mining appurtenance; leveling or clearing land; excavating earth; air conditioning, conduit, heating or other similar mechanical works; electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.

The Act includes subcontractor and specialty contractor; and includes a construction manager who coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer, and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions, and advise concerning construction.

Contractor License: As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. A Contractor's license is required for this contract. Exceptions per the NM Regulations and Licensing Department trades that have been de-classified are as follows:
GS-3 Tile

GS-10 Fencing
GS-11 Fixtures, Cabinets, Millwork
GS-12 Flooring
GS-17 Ornamental Iron and Welding
GS-18 Painting GS-22 Sandblasting
GS-26 Vaults and Depositories
GS-28 Gunite
GS-6 Doors are incorporated into GS-14 Windows and Skylights

1. No person shall act as a Contractor without a license issued by the division classified to cover the type of work to be undertaken.
2. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed Contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a Contractor licensed to perform that work.

Contractor's Price List:
Prices offered through the entire term of any contract awarded as a result of this RFP shall be current and will included the CES one point two five (1.25%) administrative fee. Should the contractor fail to update pricing with CES, the contractor shall honor their pricing on file with CES at the time of their quote submittal to the CES Agency. Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, Manufacturer's Suggested Retail Price (MSRP), Gordian, JOC Core/RSMeans, or line-item pricing if applicable. they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the internet.

Construction Materials: The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime Contractor's name. Damaged or un- labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Agency's contact person.

No products that contain asbestos fibers shall be used. Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state, and federal laws for the handling and disposal of asbestos.

Cost of the Work: If material costs covered by this solicitation should substantially increase or decrease beyond the prices established at time of solicitation's due date due to conditions beyond the control of the Contractor, a temporary price increase or decrease may be approved by CES, upon written request, prior to the development and submitting of a cost proposal to a CES Eligible Agency for their approval on an individual project. Upon receipt of such a request, CES will verify and issue a written determination accepting or rejecting the Contractor's request.

Insurance: The Contractor shall ensure that liability insurance is maintained in accordance with the laws of NM (See General Terms and Conditions) and may, at Contractor's option, either insure the activities of Subcontractors or require them to maintain insurance to cover all claims that may occur. If the Owner is damaged by the failure or neglect of the Contractor to maintain insurance as described above, then the Contractor shall be liable for all costs and damages properly attributable thereto.

1. The insurance required shall be written for not less than limits of liability required by law. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after final payment.
2. Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least **forty-five (45) days** prior written notice has been given to the Owner. If any of the foregoing insurance coverages are requested to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor with reasonable promptness.
3. The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates, and dates of expiration of policies of Insurance. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Certificates of Insurance shall be in the appropriate Cordiform.

4. Worker's Compensation Insurance shall be provided as required by applicable State law for all employees engaged at the site of the Project under this Contract, including Subcontractor employees. In case any class of employee engaged in work on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and cause each Subcontractor to provide Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000). Failure to comply with the conditions of this Subparagraph 11.1.5.1 will subject this Contract to termination.
5. Public Liability Insurance shall not be less than the liability amounts set forth in the New Mexico Tort Claims Act, §41-4-1 et seq. NMSA 1978, as it now exists or may be amended.
6. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.

Insurance – Property:
Unless otherwise stated, Builder's Risk coverage may be furnished by the Owner. The Contractor shall provide insurance which will protect the interests of the Contractor and Subcontractors in the Work. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made.

Licenses: The Contractor will maintain and inform CES of current status of all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services. Any Contractor using subcontractors must hold a current and appropriate Contractor's license, as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978 to enter into such contracts. It is the responsibility of the Contractor to ensure that any subcontractors performing under this RFP hold and maintain the appropriate Contractor's licenses as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978. The Contractor is responsible to ensure that all Sub-Contractors maintain current all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services.

Liquidated Damages: 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.

Liquidated damages and early completion incentives will be between the CES Eligible Agency and the Contractor and must be agreed upon in writing. If the CES Eligible Agency declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.

Lumber Species: Per the laws of New Mexico, In the construction, erection or repair of all buildings and structures under this contract, the Contractor is hereby required to use, whenever the species of lumber necessary for such construction or repair work is available in this state, such species of lumber produced from timber grown in the State of New Mexico.

Maintenance of Building Systems: The Offeror of the various facility components or systems electrical/ mechanical/ structural must have or have access to and offer comprehensive maintenance support services to CES Members and Participating Entities. If a third party is used to provide maintenance or warranty work, Offerors must include with the proposal details of any such arrangement. Factory certified, and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours of receiving a call and service in rural areas within 24 business hours of receiving a call. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES Members or Participating Entities. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn-around time is 48 hours.

New Mexico Building Codes and Regulations
The Contractor shall perform in compliance with all applicable national and state building codes.

- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID…"

- NMAC 14.5.8 - Investigations and Enforcement
- NMAC 14.5.9 - Code Bond Determinations
- NMAC 14.6.3 - Contractor's License Requirements
- NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13-3 NMSA 1978.
- NMAC 14.6.7 - Modular Building Structures
- NMAC 14.7.2 - 2015 New Mexico Commercial Building Code
- NMAC 14.7.6 - 2018 New Mexico Energy Conservation Code
- NMAC 14.7.7 - 2015 New Mexico Existing Building Code
- NMAC 14.7.8 - 2015 New Mexico Historic Earthen Buildings
- NMAC 14.7.9 - 2018 New Mexico Commercial Energy Conservation Code
- NMAC 14.8.2 - 2015 New Mexico Plumbing Code
- NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
- NMAC 14.9.2 - 2015 New Mexico Mechanical Code
- NMAC 14.9.3 - 1997 Uniform Mechanical Code
- NMAC 14.9.4 - Boilers
- NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
- NMAC 14.10.4 - 2017 New Mexico Electrical Code
- NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
- NMAC 14.11.3 - 1997 Uniform Plumbing Code
- NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
- NFPA 54 - 2018 National Fuel Gas Code
- NFPA 58 - 2017 Liquefied Petroleum Gas Code.
- Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978.
- LP Gas Act, Sections 70-5-1 through 70-5-23 NMSA 1978.
- Procurement Code, Sections 13-1-28 through 13-1-199 NMSA1978
- Public Works Contracts, Sections of 13-4-1 to 13-4-43 NMSA 1978
- Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA1978
- Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
- Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA1978 New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing, and ensuring that construction projects, Contractors and owners follow and comply with New Mexico laws, rules, regulations, policies, and procedures.

NMDWS: New Mexico Department of Workforce Solutions, a state agency responsible for the administering and ensuring that all Contractors, and subcontractors follow and comply with New Mexico and Federal labor laws and applicable policies and procedures governing employment and the general workforce.

NMDWS Contractor Public Works Registration Requirement: As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime Contractor that does not provide proof of required registration for itself. Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions on a form provided by the division and in accordance with the Department of Workforce Solutions department rules.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening and keep their registration current during the term of the contract and all contract extensions.

New Mexico State Wage Rate Documentation:

1. The New Mexico Department of Workforce Solutions (NMDWS) requires that certain forms be completed for every project in excess of $60,000. CES will submit for the wage decision and, upon receipt of the decision, will provide it to the prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NMDWS and must provide CES with a copy of the following required forms: Notification of Award, Statement of Intent to Pay Prevailing Wages,

and Affidavit of Wages Paid.

2. The prime Contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to NMDWS with a copy being mailed, faxed, or e-mailed to CES, prior to the start of the project. The Affidavit of Wages Paid must be submitted to NMDWS with a copy being mailed, faxed, or e-mailed to CES at the conclusion of your work on the project. The prime Contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to NMDWS, with a copy being mailed, faxed or e- mailed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and for projects $25,000 or greater until the Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

Payment Retention, Progress Payments:

1. In order to comply with 57-28-1 to 57-28-11 NMSA 1978, CES will not retain any funds on progress payments during any construction projects. The prime Contractor agrees to only request payment for stored materials and work completed and accepted by the CES Eligible Agency.
2. Final payment of a contract, will not be made until the project is totally completed and accepted by Owner, including punch list items and close out documents delivered, and the final application for payment is signed by the CES Eligible Agency, received, and audited by CES.

Permits, Fees and Notices:

Building Permits are required subject to New Mexico State Statutes, Section 60-13-45 NMSA 1978, and the provisions of the CID rules, no building or structure shall be erected, constructed, enlarged, enlarged, altered, repaired, moved, improved, removed, converted or demolished, and no electrical wiring, plumbing or mechanical work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division. It is the Offeror's responsibility to secure all required building permits for the construction services offered under this Category and Lots.

Progress Payments for Construction:

All progress payments must be invoiced through CES. It is the responsibility of the CES Agency and/or its designee to review and approve any estimates of work completed. Per 57-28-5 NMSA 1978 A "If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete…" In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Project Records: The Contractor shall be required to provide accurate record documents for each portion of the work as part of its bid for that portion of the work, without additional cost to CES or its Eligible Agencies.

1. For audit purposes, a copy of any contract(s) and agreement(s) between the CES Eligible Agency and the prime Contractor must be kept on file in the CES office. It is the responsibility of the prime Contractor to supply a signed copy of any contract(s) and agreement(s) to CES.
2. Upon substantial completion of the project and as part of the project close-out phase, the prime Contractor will deliver to the CES Eligible Agency all associated paperwork (as built drawings, executed warranties/ guarantees applicable to the goods and services provided and any owners/operating manuals).
3. The prime Contractor must agree that the CES Eligible Agency reserves the right to release information about the project, and that any advertising of the project by the prime Contractor must be approved by an authorized official of the Agency.

Project Schedule: The CES Eligible Agency retains the right to extend the schedule of work or to suspend the work and to direct the prime Contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.

New Mexico Public School Facilities Authority (NMPSFA) - Special Conditions

When a New Mexico public school district builds a project utilizing a CES Contract with funds that have been appropriated by the Public School Capital Outlay Council (PSCOC), the NMPSFA and the school district become co-owners of the project until the work is completed and accepted. Therefore, NMPSFA must be involved in project discussions and their representative must approve and submit the documents before payment can be issued.

Upon obtainment of substantial competition, the Contractor, Eligible Agency's, and NMPSFA's representative will develop a punch list of items that need to be completed or resolved. The Contractor will complete the punch list and provide required close-out documents and applicable certificates of code compliance from the various state and local governing authorities prior to requesting final payment.

Quality Control:

1. During the course of the contract, the CES Member or Participating Entity contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to or better than specified; the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
3. Should test results prove that materials tested were functionally equal to specified material; the prime Contractor will be notified of the results.
4. During the execution of the project and/or during the project close-out process, the CES Member or Participating Entity and the Contractor encounters a situation and/or condition that they cannot agree on or resolve, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

Safety: All work shall comply with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the Contractor must inform the Eligible Agency of the situation.

1. The Contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.
2. Contractor must advise Agency's contact person whenever work is expected to be hazardous to students, Agency's employees, or operators. Failure of the work to comply with currently adopted codes and requirements when a project is inspected, and a certificate of occupancy is required will be corrected by the Contractor at no additional cost of the owner.
3. Material Safety Data Sheets for any material supplied will be provided to the owner as part of the Project Close Documents or as request of CES Member or Participating Entity.
4. When working, loading, unloading, repairing, or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in, if the area is not protected.
5. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The Contractor will advise the CES Member or Participating Entity contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
6. All of the work and items supplied on this contract will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

MSDS – Material Safety Data Sheets

The Contractor will furnish the CES Eligible Agency's representative(s) copies of MSDS' for all products used prior to use at any of the agency's facility. The Contractor must update copies of the MSDS on an annual basis and when any new products are introduced into any agency's facility or added to the contract prior to the product being used. The Material Safety Data Sheets shall comply with OSHA Regulation 1910.1200, Paragraph G.

Site Access: Access to the construction space will be limited to the way agreed upon by the parties. The Contractor shall hold CES and its Eligible Agencies harmless from damage from trespassing on property of others.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/ Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. There shall be no dumping of construction debris or other material on the Agency's property. Any material that requires special handling as dictated by federal or state law shall be removed in compliance with the requirements of those laws. All such materials shall be removed from the site and properly disposed of by the Contractor.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

If construction space is directly under, above, in or near the CES Eligible Agency's used space, the prime Contractor must agree to receive written approval from the contact person prior to interrupting any activities or programs.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location, and site conditions that exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the Member/Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or

until the Member/Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre- installation requirements.

Site Supervision: During all phases of a project, the Contractor will have a qualified and experienced foreman in the area of construction being performed; the individual must be qualified and knowledgeable of all specifications and requirements of the project and provide continuous supervision and coordination of activities to assure that project outcomes are met.

1. When working or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in any unprotected area to keep students and adults from wandering into the area.
2. All equipment, tools and machines used in the performance of this work by either the prime Contractor or subcontractors will be maintained in satisfactory working conditions and meet or exceed industry standards at all times.
3. When fixtures, such as air conditioning and other equipment are moved to perform work, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases, or odors from entering the owner-occupied areas used during the construction or repair services. Appropriately licensed tradesmen will perform all required disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES Eligible Agency.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions rules, regulations, procedures, and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars ($60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:

A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
   1) Five Thousand Dollars ($5,000); or
   2) One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).

B. Address of the place of business
C. Subcontractor license number
D. Type of work or services to be performed by the subcontractor.
E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.

2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA1978.
4. Subcontractors shall provide performance and payment bonds to prime Contractor if the sub-contract is greater than $125,000 pursuant to 13-1-148.1.
5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract requiring licensure will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "…within seven days after receipt of payment from the owner, contractor or subcontractor…" pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously,

without delay and will not cause any disturbance, interference, or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.

9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
10. Contractor and Subcontractor are responsible for complying with the provisions of §22-10.3.3.B NMSA 1978, regarding employees' having unsupervised access to students. The Contractor and Subcontractor may be required to obtain background checks for any employee working on a CES project per the CES Member's or Participating Entity's background check policy prior to accessing the project site.

Subcontractor Insurance: In addition to the Insurance requirements specified in the CES General Terms and Conditions the Contractor shall ensure that prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Substantial Completion and Project Acceptance:
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall promptly prepare and submit a punch List that includes incomplete and non- compliant Work to be completed or corrected prior to final payment. Failure to include any item on a punch list does not alter the responsibility of the Contractor complete the work in accordance with the agreement between the Owner and the Contractor. Owner and Contractor shall agree on a close-out schedule to include equipment maintenance manuals, instructions, heating or cooling, utilities, insurance, etc. and establish the date of completion for Certificate of Substantial Completion.

Tests and Inspections:
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Contractor shall schedule tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, provided by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals unless otherwise provided in the Contract Documents. The Contractor shall give the Owner and if applicable, the Design Professional, timely notice of when and where tests and inspections and approvals are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

Temporary Utilities: Cost for temporary utility services that are part utilized during the construction process will be identified and agreed upon in writing by the CES Eligible Agency. Utility services utilized by the Contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the Contractor and can only be transferred to the Agency on written agreement specifically stating what Contractor's utilities it will be responsible for.

Warranty after Substantial Completion:
The Contractor shall, within 11 months after the date of Substantial Completion, correct all the Work that is found to be non-compliant. If after one year from the date of Substantial Completion any of the work is found to be deficient the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless, the Owner has previously given the Contractor a written acceptance of such condition. During the eleven- month period for correction of the Work, if the Owner fails to notify the Contractor and gives the Contractor an opportunity to make the correction, the Owner waives the rights to require the correction by Contractor and to make a claim for breach of warranty.

WARRANTY – Construction:
Construction warranty refers to a **warranty** for **construction** that is given by the contractor for the project. Such **warranty** states that the substantially completed project is free of structural, electrical, plumbing, and other defects, and is fit for the intended purpose.

The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime Contractor's name. Damaged or un-labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the CES Member or Participating Entity contact person.

Contractor warrants that all construction and related services provided shall be performed in a good workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, in accordance with all requirements of

the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations, and other requirements including safety requirements.

Contractor further warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES, or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor, and reimbursable expenses.
2. Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
    a. Of a quality to pass without objection in the industry or trade normally associated with them;
    b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
    c. Of even kind, quantity, and quality within each unit and among all units, in the variations permitted by the contract;
    d. Adequately contained, packaged, and marked as the contract may require; and
    e. Conform to the written promises or affirmations of fact made by Contractor. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.
3. The Contractor will be responsible for ensuring that all warranty work is completed either by performing the work itself or by working with the Agency to have it completed by a third party or subcontractor. The Contractor will remain available to the Agency should added services be required after warranty obligations are met. Even if final payment is made, if the Agency discovers an unfinished or missing job component or improperly installed material or equipment during the first year after acceptance which should have been completed as part of the original project scope of work, the Contractor will complete the work in a timely fashion at no additional cost.
4. The Contractor may offer extended warranties and maintenance agreements for additional cost to the CES Eligible Agencies as a separate line item. Upon request, no-cost training must be offered by the prime Contractor for the maintenance staff of the Agency and will be arranged after the installation and as part of the purchase contract.

19. **North Dakota, North Dakota Educators Service Cooperative (NDESC)**
General Terms and Conditions (All Categories)

a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.

c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.

d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with North Dakota Statutes and guidelines. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.

e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:

   i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

   ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

   iii. That a violation of this section is a misdemeanor; and

   iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

f. **Participating Agency:** A participating agency shall be defined under Chapter 54-40.3 of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

g. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

h. **Vendor Orientation:** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

8. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by NDESC, the contracted vendor will work with NDESC to develop an order form, or order forms, containing the most commonly purchased items, that NDESC can utilize to market the contracted vendor to its participating agencies.

9. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and consult with the Vendor determine if the Vendor can meet the requirements for construction- related products and services, according to Chapter 48-01.2 of the North Dakota Century Code, and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor can confirm that business can be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products and services, the contracted vendor must also send a duplicate quote to NDESC. The quote provided to NDESC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. Fifty thousand dollars ($50,000) or more for educational agencies and two hundred thousand ($200,000) or more for municipalities in North Dakota; or
2. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

10. **Insurance**

The Vendor shall purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, 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 of NDESCs individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying NDESC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to NDESC. COIs must be updated and sent to NDESC upon insurance coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

NDESC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

11. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the NDESC Board of Directors, NDESC

will inform its participating agencies of the award.

a. The contract will be listed and promoted on the NDESC website (**www.ndesc.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. NDESC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. NDESC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to NDESC and/or AEPA information only.
e. 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.
f. Ordering Methods
    i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
    ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. NDESC requires that all participating vendors offer the contract opportunity to all NDESC participating agencies.

12. Administrative Fees and Reporting

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:

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

This report shall include all sales made and payments received by the Vendor in said quarter. The sales report shall be emailed to Jane Eastes at jeastes@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to NDESC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Jane Eastes, NDESC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

13. **Express Online Marketplace**

NDESC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of NDESC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. NDESC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. NDESC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, NDESC will require integration into Express promptly.

20. OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC)

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

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.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

14. Successor and Assigns

OCEPC and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OCEPC nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of OCEPC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.

2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.

3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the

Contractor shall contain the applicable rates and such terms and provisions as may be required by law.

4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. **Procedures for Processing Orders:**

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.
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 attached to the administrative fee remittance.

E. **Agencies Allowed to Purchase under Member Agency:**

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

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Revised and Approved May 17, 2017
Reviewed and Approved May 15, 2019
Review and Approved January 6, 2021

21. **Oregon, Intermountain Educational Service District (IMESD)**

A. Additional Agency Terms and Conditions – all categories

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. *(Reference: ORS 334.185*)

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by ligation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.
In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.
HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.
The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products.
These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.
HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

B. Additional Agency Terms and Conditions – Non-construction Products and Services

None

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.
As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is $50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds $50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds $50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder
Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure
If the contract involves asbestos or asbestos abatement, the contactor or subcontractor must be licensed under ORS 468A.720.

4. Bonding
If this contract is a public improvement contract in excess of $100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure
Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

(i) 5% of the project bid, or $15,000, or
(ii) $350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

(a) the Subcontractor's name, and
(b) the category of the work that the Subcontractor would be performing, and
(c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.
THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:
Bid #:
Bid Opening Date:
Name of Bidding Contractor:
Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed $100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.
List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least $15,000 [if the dollar value is less than $15,000 do not list the Subcontractor above], or

(b) $350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):
Contact name:
Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

"Owner" means the public entity executing the Contract of which these provisions are a part.
"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4)and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6)

(a) If the contract is for public works and is over $50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHD/PWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their

subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.
By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in

this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedure for Agencies Processing Orders under IMESD in Oregon

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 one 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.

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 one 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 one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agencies Allowed to Purchase under IMESD in Oregon

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

22. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

***A.* Additional Member Agency <u>General Terms and Conditions that apply to all categories</u>**

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, District of Columbia, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DC, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshows, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.

e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on the vendor's web site promoting or a specific KPN landing page and providing a link to the KPN website.

f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.

g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.

h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

Compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

When a KPN member seeks to procure goods and services through a KPN contract 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 following procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"):

a) Contractor Violation or Breach of Contract Terms:
Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any Contract award will be subject to such provisions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

b) Termination for Cause or Convenience:
For any purchase or contract in excess of $10,000 made using federal funds, the contractor agrees that the following term and condition shall apply:
The KPN member may terminate or cancel any purchase order under this a contract at any time, with or without cause, by providing seven (7) business days' advance written notice to contractor. If an agreement is terminated in accordance with this Paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN Member prior to 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).

c) Equal Employment Opportunity:
Except as otherwise provided under 41 CFR Part 60, all KPN member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive

Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Contractor agrees that such provision applies to any KPN member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Contractor agrees that it shall comply with such provision.

d) Davis-Bacon Act:
When required by Federal program legislation, the Contractor agrees that, for all KPN member prime construction contracts/purchases in excess of $2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 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, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor 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.
The contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the contractor is conditioned upon the contractor's acceptance of the wage determination. The contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

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

g) Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

h) Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor certifies that The Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor further agrees to immediately notify the KPN member with pending purchases or seeking to purchase from the contractor if the contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) – Bidders who 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Bidders agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

j) Procurement of Recovered Materials:
For KPN member's purchases utilizing Federal funds, the contractor 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 the District 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.

k) Profit as a Separate Element of Price:
For purchases using federal funds in excess of the simplified acquisition threshold currently set at $250,000, the KPN member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the KPN member, the contractor agrees to provide information and negotiate with the KPN member regarding profit as a separate element of the price for a particular purchase. However, the contractor agrees that the total price, including profit, charged by the contractor to the KPN member shall not exceed the awarded pricing.

l) Bonding Requirements:
Pursuant to 2 C.F.R. § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at $250,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the KPN member, provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- **i.** A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- **ii.** A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- **iii.** A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. The bonding requirements set forth above are in addition to and not in limitation of any bonding requirements under applicable state law.

m) Not-To-Exceed Price:
If requested by the KPN Member, on any contract based on time and materials, the Contractor shall set a ceiling price that Contractor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

n) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:
Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- **i.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- **ii.** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- **iii.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- **iv.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- **v.** Using the services and assistance, as appropriate, of such organizations as the Small Business

Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

o) Equivalent Products:

i. Comparable (Alternate) Products: Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

ii. Substitutions for Cause: A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions. The KPN members reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

iii. Substitutions for Convenience: Bidders may not propose substitutions for convenience.

p) Preference for American Made Materials:
Contractor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the Eligible Entity.

General Compliance and Cooperation with KPN member:
In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the KPN member, it shall make a good faith effort to work with the KPN member to provide such information and to satisfy such requirements as may apply to the KPN member's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

***B.* Additional Member Agency General Terms and Conditions for <u>Non-Construction Products and Services</u>**

None

***C.* Additional Member Agency General Terms and Conditions for <u>Construction Products and Services</u>**

The following items refer to all projects involving construction or construction related services:

Vendor and/or Contractor agrees that, in performance of the services required under this Agreement, Vendor and/or Contractor shall abide by all Federal, State, Local, and Pennsylvania Department of Education laws, and regulations that may apply to renovation under this bid, including, but not limited to, those listed below. Vendor and/or Contractor shall also abide by the state and local laws and regulations of other states where a member is located. It is the responsibility of the Vendor or Contractor to determine applicability and requirements of any such laws and to abide by them. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder and in the Invitation for Bid.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

(1.) In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(2.) No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

(3.) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, ET. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious

creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 49.101.

COMPETENT WORKMEN: Projects where the total estimated cost is $25,000 or less, Section 7-752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: Projects where the total estimated cost is greater than $25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(1.) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.

(2.) The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(3.) These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.

(4.) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

(5.) No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

(6.) All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

(7.) The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

a. Name of project.

b. Name of public body of which it is constructed.

c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(8.) The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

(9.) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered

with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

(10.) Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

(11.) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.

(12.) Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

(13.) The provision of the Act and the Regulations are incorporated by reference in the Contract.

(14.) The current prevailing wage threshold for Pennsylvania is $25,000. However the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.

(15.) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is

agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of $250,000 for each employee, $2,000,000 policy limit and $250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee <u>prior to the beginning of work for the school entity</u>. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above <u>prior</u> to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor.

(4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's Antibid-Rigging Act, 62 Pa. C.S.A.§ 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by the Agency. Each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

PREVENTION OF ENVIRONMENTAL POLLUTION: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all Invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Mark C. Carollo, Associate Director of Cooperative Purchasing at the Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847. His telephone number is 570-246-5936, and his e-mail address is mcarollo@csiu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

D. Procedure for Processing Orders

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 names, contact names, addresses and phone number 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 also produce an annual report for all purchases made under this contract for a period beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. 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 provide 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 Advertised Price can be included.

E. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from their home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

23. **South Carolina, Carolinas Alliance 4 Innovation**

1. **General Overview**
   a. Carolinas Alliance 4 Innovation (CA4I) is now the AEPA representative for the state of South Carolina.
   b. CA4I is a non-profit public benefit corporation whose mission is to promote innovative solutions in transportation, infrastructure, engineering and education for the purpose of economic development.
2. **Eligible Entities**
   a. CA4I is able to serve City, County, and State Government; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.
3. **General Terms and Conditions that apply for all categories**
   a. **Governing Law:** The laws of the State of South Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
   b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Greenville County, South Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Greenville County, South Carolina.
   c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
   d. **Award:** Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies. In the event of an award, CA4I will inform its members of the award and contract by the following methods along with contract instructions and ordering process.
   e. **Processing Orders:** When the 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 fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee 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
      i. The total cost of goods, service, and installation, including the 2% administrative fee.
      ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.
      iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.
      iv. The Vendor makes all deliveries and installations of products and services. CA4I does not warehouse items or provide installation services.
      v. This administrative fee is to be paid by the vendor to CA4I, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information:
         1. Name of purchasing agency
         2. Address of purchasing agency (city, state, zip code)
         3. Date of purchase
         4. Invoice number
         5. Amount of purchase
         6. Administrative fee generated by sale
         7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter. The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org

24. **TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center**

A. Additional Terms and Conditions

(1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Vendors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Vendor sales. TexBuy does not charge any fees to participating government agencies.

(2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.

(3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Vendors in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an MWBE.

(4) **School District awards** shall not consider whether a Vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.

(5) **Felony Conviction Notice** (TexBuy Vendors will be required to sign a standard form required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

(6) **Criminal History and Background Checks,** in accordance with Texas Education Code Chapter 22, Subchapter C, shall be required should any employee or agent of an awarded Vendor a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101). Vendor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a Vendor that has been debarred, suspended, or is otherwise ineligible for participation in federal assistance programs.

(8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/Vendors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:

(a.) The Vendor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the Vendor.

(b.) AND the Vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree family members as defined in the Texas Government Code

(c.) OR a family relationship exists between the LGO and the Vendor's employees or agents as defined in the Texas Government Code, chapter 176. A sample Form CIQ is available here https://www.ethics.state.tx.us/forms/conflict/.

(9) **EDGAR Certification Form (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative member 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 (also known as the "Uniform Guidance" or "EDGAR''). All Vendors submitting proposals must complete this EDGAR Certification Form regarding the Vendor's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

(10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, the state or a state agency shall not enter into contract with a Vendor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any federal antitrust laws.

(11) **Commitment of Current Revenues Only**: any contract resulting from an award shall be a commitment of current revenue only and shall allow the participating governmental agency the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the agency's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.

(12) **Pursuant to Texas Government Code Chapter 2271**, as amended, if any proposed contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to a sole proprietorship.

(13) **Pursuant to Texas Government Code Chapters 2274 and 809**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott energy companies and will not boycott energy companies during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(14) **Pursuant to Texas Government Code Chapter 2274**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(15) Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any resulting agreement.

(16) The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars ($1,000,000.00) or more, the Vendor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Vendor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(17) **Certificate of Interested Parties**: Pursuant to Section 2252.908 of the Government Code, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Information regarding the Certificate and online filing process is available at https://www.ethics.state.tx.us/filinginfo/1295/.

(18) **State of Texas Franchise Tax**: By signing the proposal, the Vendor certifies that the Vendor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.

(19) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

(20) **Recycled Materials**: a participating governmental entity shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 Texas Administrative Code 328.203

(1)

B. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

(1) **Certification of Residency (TexBuy Contractors will be required to sign a standard form it required by the State of Texas):** Texas Government Code Chapter 2252, Subchapter A requires TexBuy to determine the residency of its contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose

principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**
"A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(2) **Miscellaneous**

(a.) **Performance Bonds** when required by Texas , Government Code Chapter 2253, shall be furnished by the successful contractor in an amount equal to one hundred percent (100%) of the total amount of the contract , underwritten by such surety company as the participating agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the participating agency.

(b.) **Payment Bonds** when required by Texas Government Code Chapter 2253, shall be furnished by the successful contractor, in the amount of the contract, solely for the protection of all claimants supplying labor and material as r defined, in the prosecution of the work provided in said contract, for the use of each claimant.

(c.) **No less than the Prevailing Wage** rates must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded contract. Texas Government Code Chapter 2258. The prevailing wage rates are determined by the participating agency. If federal funds are used, the prevailing wage rate will be as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(d.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 and 22.08341 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101). Contractor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(e.) **Architect/Engineers**: No architectural or engineering services shall be procured by TexBuy on behalf of any Texas governmental entities, see Texas Government Code 791.011(h). A Texas school district may not enter into a contract to purchase construction-related goods or services through TexBuy in an amount greater than $50,000 unless a person designated by the school district certifies in writing that: 1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Texas Occupation Code Chapter 1001 or 1051; or 2. The plans and specifications required under Texas Occupation Code Chapters 1001 and 1051 have been prepared.

(f.) By submitting a proposal, the Vendor certifies as follows: under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

(3) **Insurance:** The contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the minimum coverage required below or the minimum coverage required by the Participating Agency, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

(a.) Contractor's Liability Insurance: Produce and maintain in force the following kinds of insurance by companies licensed to do business in Texas and acceptable to the Participating Agency. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:
Employer's Insurance Workers' Compensation—Statutory Employer's Liability
Bodily Injury by Accident Each Occurrence—$100,000.00
Bodily Injury by Disease Each Employee—$100,000.00
Policy Limit—$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:

Each Occurrence—$500,000.00
General Aggregate—$500,000.00

Automobile Liability - Including non-ownership, hired and owned vehicle coverage:
Bodily Damage Each Person—$250,000.00
Each Occurrence—$500,000.00
Property Damage Each Occurrence—$250,000.00

All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site.

(b.) Umbrella or Excess Liability: excess over the above liability policies in the amount of $2,000,000.00 each occurrence/aggregate. (Combined Limit)

(c.) Workers' Compensation Insurance Coverage.

.1 Definitions:

1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project,

for the duration of the Project;

9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 Texas Administrative Code §110.110(c)(7)]

C. Procedure for Processing Orders

(1) Purchase orders are issued by participating agencies to the Contractor.

(2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.

(3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.

(4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

D. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, located in Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

25. **Virginia, Fairfax County Public Schools**

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. **DEFINITIONS-**

   AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

   BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

   CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

   COUNTY: County of Fairfax.

   GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

   PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

   SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

   STATE: Commonwealth of Virginia.

2. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

3. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

4. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

5. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

6. **INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

   DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

7. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

8. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with thespecifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchaseorder.

10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
    b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

12. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

13. TERMINATION OF CONTRACT FOR CAUSE-
    a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

14. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

15. **CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

16. **GENERAL GUARANTY**-Contractor agrees to:
    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
    b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
    e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

17. **SERVICE CONTRACT GUARANTY-**Contractor agrees to:
    a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
    b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
    c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules,

regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

18. **INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

19. **NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each Subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

20. **DRUG FREE WORKPLACE-**During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug- free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. OFFICIALS NOT TO BENEFIT-

a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible

benefit.

c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

22. **REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

23. **COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICE OF SMALL BUSINESS-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than $1,000,000 in annual receipts.

d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

25. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

26. **PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

27. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

28. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

29. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
   1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
   2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
   1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
   2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
   3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
   4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
      (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
   5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
   6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
   7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

30. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time

of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

31. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

32. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

26. **Washington, King County Directors' Association (KCDA)**

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated, KCDA shall do the following:

- Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.
- Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.
- Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:
KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes against Children:
The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9S.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:
All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts. The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:
If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:
The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:
The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:
KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:
Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:
(a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship;(c) be free of defects in design, materials and workmanship; (d) be merchantable;
(e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:
The KCDA Members and Associate Members are to be taxed.

Term of Contract:
The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:
RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Order Procedure

After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/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 Contractor 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 Purchasing Director, Thomas Kim at tkim@kcda.org and CFO, Yohan Lee at ylee@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 295 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

a) Public Works:

State of Washington statute requires workers be paid **prevailing wages** when employed on **public works** projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding $1,000,000.00 must declare who their HVAC, Mechanical and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below,

- State public works estimated to cost $1 million dollars or more;
- Department of Transportation projects estimated to cost $2 million or more;
- All school district public works projects estimated to cost $1 million or more; and
- All public works by a state four-year institution of higher learning estimated to cost $1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by

contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

b) **Prevailing Wage:**
Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency**. **All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions**, Davis-Bacon** prevailing wage requirements apply to public works construction contracts of $2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at https://sam.gov/content/wage-determinations. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

c) Responsible Bidder:
Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation

demonstrating compliance with the criteria.

Low Responsible Bidder

State Responsibility Criteria**.** The Bidder must meet the following state responsibility criteria:

1 At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2 Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
   a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
   b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
   c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.
6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

Payment & Performance Bond:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand

($150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

d) **Permits**:
Obtaining permits is the responsibility of the Member. Awarded Contractor may provide guidance and/or assistance in obtaining necessary permits. If Contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

e) **Certificate of Insurance:**
A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must approve the certificate of insurance and endorsements.

f) Acceptable Pricing Method:
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

g) Progress Payments:
The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

a. Contract Number
b. Bid item ID, bid quantity, unit, unit price and description as appropriate
c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

h) Payment Retainage:

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

i) Force Majeure:

Except for payments of sums due, neither party shall 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 or responsibility 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; industry-wide labor disputes; civil disorders; fire; flood; snow; 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 or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall 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. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall 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, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

27. West Virginia, West Virginia Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to Mountain State ESC, its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

7. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

8. Audit

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.

9. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.

11. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

12. Price Quotation

Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.

13. Jobs Act

As the unemployment rate in the State of West Virginia is significantly higher than most other states, the West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed $500,000.00 in cost, to hire 75% of their workers from the local labor market. The local labor market is defined as including every county within the State of West Virginia as well as any county outside of West Virginia, if any portion of that county is within 50 miles of the state border.

There are certain exclusions to this requirement, which includes an exemption for projects that contain any amount of federal funding as well as an allowance for out-of-state contractors to bring two (2) of their own employees from outside the local labor market to work on the project and still remain in compliance.

14. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.

B. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38- 2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3.

C. Procedures for Processing Orders:

The Mountain State ESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of Mountain State ESC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the Mountain State ESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the Mountain State ESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd Street, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the Mountain State ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

D. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MOUNTAIN STATE ESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non- profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

E. No Debt Affidavit

The No Debt Affadavit is administered in accordance with the West *Virginia* **Code,** *§5A-3-10A*

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor Is a debtor as defined in this section and the debt owed is an amount greater than $1,000 in the aggregate.

28. Wisconsin, Cooperative Educational Service Agency - CESA Purchasing

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page "piggyback" memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statues Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

29. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES):
Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:
PREFERENCES Wyoming Statutes provide for percentage preferences for items supplied by Wyoming resident bidders and for items produced or grown in the State of Wyoming. Preferences may not be applied when federal funds are involved. Preference will be given in accordance with W.S. 16-6-101, 16-6-102, 16-6-103, 16-6-104, 16-6- 105, 16-6-106, 16-6-107, and 16-6-301, as amended. For bids involving federal funds please refer to W.S. 16-6-108. Please contact the Department of Workforce Services, Division of Labor Standards
Resident & Non-Resident VENDOR REGISTRATION REQUIREMENTS:
Secretary of State 2020 Carey Avenue Cheyenne, WY 82002 Phone: (307) 777-7378 website: http://soswy.state.wy.us/
Department of Workforce Services Division of Unemployment Insurance 100 W. Midwest P.O. Box 2760 Casper, WY 82602 Phone: (307) 235-3217
Public Works and Contracts: Vendor shall comply with all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii)
Every Contracted Vendor Employee shall provide a valid State issued Identification Card upon entry of any educational facility.
Members Customer Client Purchasing: NEW BOCES NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. All K-12 school districts, Community Colleges, Child Development Centers, Residential Child Care Institutions, Utah Educational Service Agencies, all Non-Profits and all Municipalities are eligible to participate in NEW BOCES cooperative purchasing programs within the State of Wyoming and Other States as requested. "Agencies" means Counties, Municipal Corporations, School Districts, Community College Districts, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe, the business council of the Northern Arapaho Indian tribe. Providing facilities or functions enumerated in W.S. 16-1-104(c);
No member user is obligated to use these services, but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous.
Procedure for Processing Orders: Upon bid award to the Contractors/Vendors, NEW BOCES will inform its members and other qualifying purchasers of the contract:

- When the customer identifies a desired product or service as available through the AEPA/NEW BOCES contract and agrees on price as presented to the customer by the awarded AEPA/NEW BOCES vendor, the customer then issues to the vendor a purchase order for that item or service.
- 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.
- Administrative/Marketing fees will be payable to NEW BOCES on the 15th in the months of April, July, October, and January with all checks payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716.
- Vendor makes all deliveries and installation of products and services. NEW BOCES does not warehouse items nor provide services.
- No other Cooperative shall be offered or used by awarded Contracted Vendors within the participating member customer clients of NEW BOCES.

Vendor Contact: Vendor will designate to NEW BOCES an individual(s) who will represent them. This contact person(s) will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to NEW BOCES members upon award of this bid.
NEW BOCES Commitment to Awarded Contract Vendors:
1) Website postings www.newboces.com under Cooperative Purchasing. Includes but not limited to News & Announcements, Public Calendar Events, Awarded Contracts, and Flyers.
2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.
3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members.
4) Attend Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors. A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor.

4. **State Specific Forms**

An AEPA Member Agency (State) may have forms relating to this solicitation that require completion before an award is made by that AEPA Member Agency.

For this solicitation, New Jersey is the only AEPA Member Agency with required forms. The forms can be found on the following pages.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

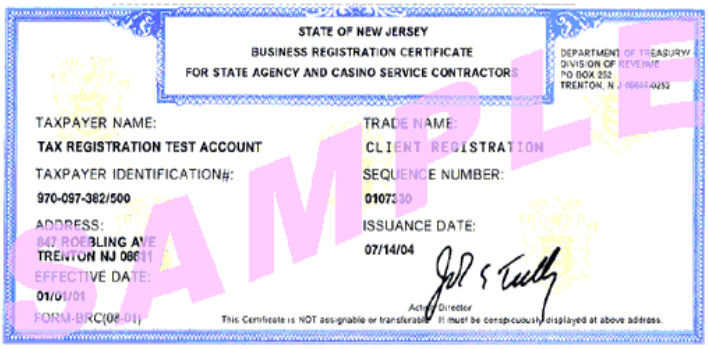
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

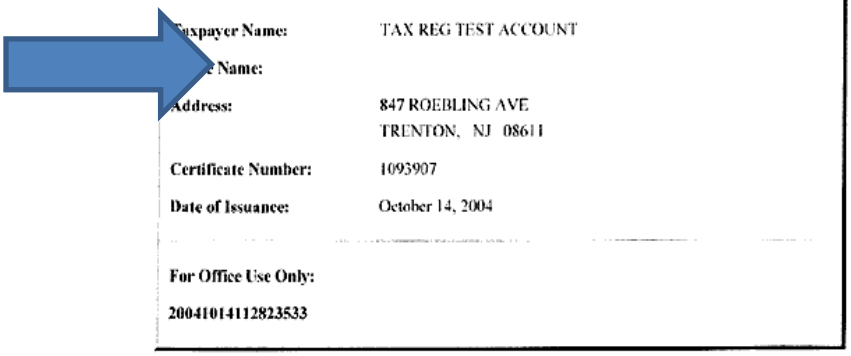
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
970-097-382/500
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01
FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330
ISSUANCE DATE:
07/14/04

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)
"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period."

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)
"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county,
  - of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)
No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☒ No

   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☒ Yes ☐ No

   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "***NO***" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Facilities Management Express, LLC

Address 800 Yard Street, Suite 115
City, State, Zip Columbus, OH 43212

Name of Authorized Agent Jack Haslup Title VP - Finance
SIGNATURE Jack Haslup Date 9/8/2023

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company Facilities Management Express, LLC Name Jack Haslup

Signature Jack Haslup Title VP of Finance

Date: 9/8/2023

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company Facilities Management Express, LLC

Name of Authorized Representative Jack Haslup, VP of Finance

Signature Jack Haslup Date 9/8/2023

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Facilities Management Express, LLC Name Jack Haslup

Signature Jack Haslup Title VP of Finance

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********* MALE**********					********FEMALE**********				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

SAMPLE

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

To download the AA-302 form, click this link:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned

by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check “Retail”.

ITEM 3 - Enter the total “number” of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering “None” or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. “Single-establishment Employer” shall include an employer whose business is conducted at only one physical location. “Multi-establishment Employer” shall include an employer whose business is conducted at more than one location.

ITEM 8 - If “Multi-establishment” was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the Include City, County, State and Zip Code. This is Number. not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block “Yes”.

ITEM 15 - If the answer to Item 15 is “No”, enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR’S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Facilities Management Express, LLC (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Facilities Management Express, LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Jack Haslup

Signature Jack Haslup Title VP of Finance

Business Entity Facilities Management Express, LLC

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[1]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	Facilities Management Express, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Jack Haslup	**Title**	VP of Finance
Signature	Jack Haslup	**Date**	9/8/2023

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ Ohio
Specify, of other

COUNTY OF Franklin

I, John "Jack" Haslup **of the (City, Town, Borough)**

of Columbus **State of** Ohio **of full age,**

being duly sworn according to law on my oath depose and say that:

I am VP - Finance **of the firm**

of Facilities Management Express, LLC **the Bidder**

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: Facilities Management Express, LLC
(Company Name)

By: John Haslup
(Signature of authorized representative)

Subscribed and sworn to before me

This 8 **day of** September **, 20** 23

(Seal) Notary Public of New Jersey/
Specify Other State Ohio

My Commission expires 5/12 **20** 26

NOTARY PUBLIC STATE OF OHIO

BENJAMIN TRAUSCH
Notary Public, State of Ohio
My Comm. Expires 05/12/2026

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Facilities Management Express, LLC
Organization Address: 800 Yard Street, Ste 115
City, State, ZIP: Columbus, OH 43212

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Jeff Wilkins	800 Yard Street, Suite 115, Columbus, OH 43212
Five Elms Capital	4801 Main Street, Suite 700, Kansas City, Missouri, 64112

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jack Haslup	Title:	VP of Finance
Signature:	Jack Haslup	Date:	9/8/2023

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

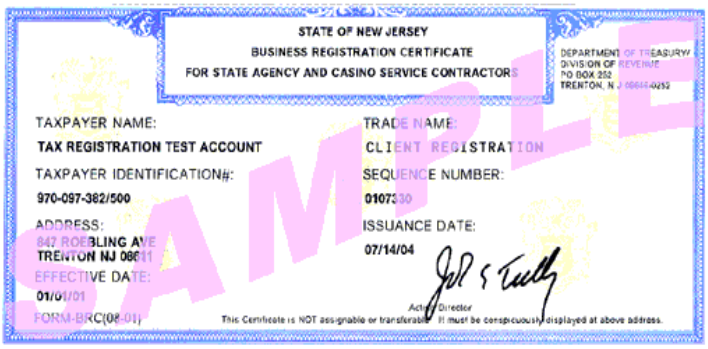
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

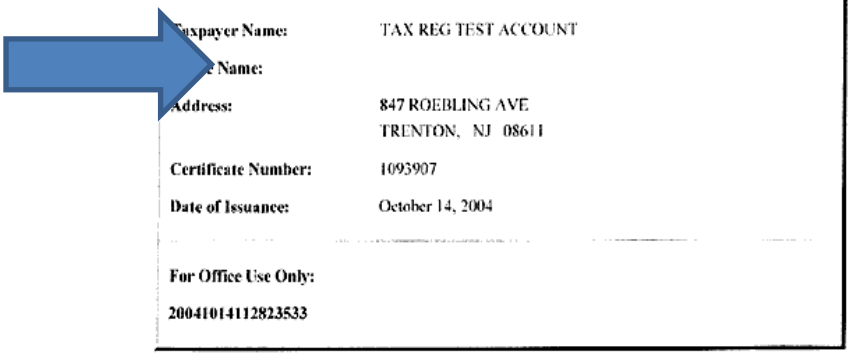
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
970-097-382/500
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01
FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330
ISSUANCE DATE:
07/14/04

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

RETURN PRIOR TO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable**.**

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company Facilities Management Express, LLC Name Jack Haslup

Signature Jack Haslup Title VP of Finance

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company Facilities Management Express, LLC

Name of Authorized Representative Jack Haslup

Signature Jack Haslup Date 9/8/2023

RETURN WITH BID

Educational Services Commission of New Jersey
Business Office
1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Facilities Management Express, LLC (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Facilities Management Express, LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Jack Haslup

Signature Jack Haslup Title VP of Finance

Business Entity Facilities Management Express, LLC

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[2]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[2] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	Facilities Management Express, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Jack Haslup	**Title**	VP of Finance
Signature	Jack Haslup	**Date**	9/8/2023

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ Ohio
Specify, of other

COUNTY OF Franklin

I, John "Jack" Haslip **of the (City, Town, Borough)**

of Columbus **State of** Ohio **of full age,**

being duly sworn according to law on my oath depose and say that:

I am VP-Finance **of the firm**

of Facilities Management Express, LLC **the Bidder**

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: Facilities Management Express, LLC
(Company Name)

By: John Haslip
(Signature of authorized representative)

Subscribed and sworn to before me

This 8 **day of** September **, 20** 23

(Seal) Notary Public of New Jersey/
Specify Other State Ohio

My Commission expires 5/12 **20**26

NOTARY PUBLIC STATE OF OHIO

BENJAMIN TRAUSCH
Notary Public, State of Ohio
My Comm. Expires 05/12/2026

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Facilities Management Express, LLC
Organization Address: 800 Yard Street, Suite 115
City, State, ZIP: Columbus, OH 43212

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Jeff Wilkins	800 Yard Street, Suite 115, Columbus, OH 43212
Five Elms Capital	4801 Main Street, Suite 700, Kansas City, Missouri, 64112

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jack Haslup	Title:	VP of Finance
Signature:	Jack Haslup	Date:	9/8/2023

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]

Tax Effective Date 10-15-10

Document Locator No. [redacted]

Date Issued 10-14-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

CONTRACTOR'S REGISTRATION EVIDENCE —"Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act.*" The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact: Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. **DPMC Prequalification--** Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds $20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. **Prequalification Affidavit--No Material Adverse Change**

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed $20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification--**(For Contracts Exceeding $20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.
Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts--**(For Contracts Exceeding $20,000) - N.J.A.C. 17:19-2.13(a)
The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS
The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed athttps://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

-Affirmative Action Evidence – Construction type contracts
-Americans with Disabilities Act of 1990
-Assurance of Compliance
-Certificate of Authority
-Certifications and Licenses as applicable
-Contractor's Registration Certificate (Public Works)
-Disclosure of Investment Activities in Iran
-Equipment Certification
-Insurance Certificate as outlined in the bid specifications;
-New Jersey Business Registration Certificate
-New Jersey School Development Authority Prequalification
-Notice of Classification Form (DPMC)
-Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
-Prevailing Wages Compliance Certification
-Statement of Ownership (Ownership Disclosure Certification)
-Statement of Suspension or Debarment
-Subcontracting Assignments
-Sworn Contractor's Disclosure
-Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
-Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement – RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

EXHIBIT B - RETURN WITH BID

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
:
(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company _____

Signature _____

Name _____
Title _____

Sample-AA201

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER

2. CONTRACTOR ID NUMBER

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name:
Address:

CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD

6. NAME AND ADDRESS OF PROJECT

Name:
Address:

COUNTY

7. PROJECT NUMBER

8. IS THIS PROJECT COVERED BY A PROJEC
LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.

or

B) _____leases or controls all the necessary equipment as required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and

2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company_____

Authorized Agent

Title_____

Authorized Signature_____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over $20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am_____ *(Position in Company)*, and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ *(Name of Company)* is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).
Type of Contract/Trade Classified: _____
_____
Classification Approved Amount $_____
A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is $_____ as of _____(Date).
A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

_____ _____
Signature of Authorized Representative **Date**

Sworn and subscribed to before me this _____ day of _____ in the Year __

_____ _____Notary Public of _____
Signature of Notary **Print Name of Notary**

My Commission Expires:_____ _____ _____ **SEAL**
_____ Month Day Year

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed $2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. **Sub-Contractor for** _____
Name of Subcontracting Company_____
Address_____
City, State, Zip_____
Telephone_____Fax_____
E-Mail _____FEIN No_____
Authorized Agent _____ Title _____

Certification of Equipment
The_____hereby certifies the above named
Name of Bidding Company
subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____
Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM *(Continued)* - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Other _____

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail _____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I_____ the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;

2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;

3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.

5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company_____

Name of Owner or Officer_____

Signature of Owner or Officer_____

Notarized before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____
Month Day Year

-SEAL-

RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify

that the amount of uncompleted work on contracts is $_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

_____
Name of Firm

_____
Signature

_____
Title

_____

_____
Address

_____
Phone

Sworn to and Subscribed before me

This day ____ of _____ 20___
Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format
so that we can copy and paste into our website.
Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	**Title of Bid:** CMMS Software (Computerized Maintenance Management System) **Bid #** AEPA 024-D
Vendor	Facilities Management Express, LLC
Representative	Jack Haslup
Address	800 Yard Street, Ste 115, Columbus, OH 43212
Telephone #	844-664-4400
Fax #	n/a
Email	jack.haslup@gofmx.com
Website	https://www.gofmx.com/

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID			
1.	Affirmative Action Construction Contracts Acknowledgement **and** Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit **Notarized and Sealed**
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over $20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # **(Upon award)**	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment **Notarized & Sealed**
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate **(Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature: Jack Haslup

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF Franklin

I, John "Jack" Hastup of the City of Columbus

in the County of Franklin and the State of Ohio

of full age, being duly sworn according to law on my oath depose and say that:

I am VP Finance (Title) of the Facilities Management Express, LLC (Name of Company)

I am the respondent making the Proposal for this contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Educational Services Commission of New Jersey relies upon the truth of all statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

FACILITIES MANAGEMENT Express, LLC

(Print Name of Contractor/Vendor)

Subscribed and sworn to: John Hastup

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this 8 day of September (Month), 2023 (Year)

NOTARY PUBLIC SIGNATURE

Benjamin Trausch

Print Name of Notary Public

My commission expires May (Month) 12 (Day), 2026 (Year)

SEAL

NOTARY PUBLIC STATE OF OHIO

BENJAMIN TRAUSCH
Notary Public, State of Ohio
My Comm. Expires 05/12/2026

STAMP

RFP NO. 24-D
AEPA | Exhibit A Marketing Plan

Prepared by Facilities Management Express (FMX)

Delivered by

Marc Stitt, Chief Strategy Officer, FMX
614.309.5998 | marc.stitt@@gofmx.com

September 7, 2023

Facilities Management Express
800 Yard St #115
Grandview Heights, OH 43212

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Cover letter

To Whom it May Concern,

Thank you for the opportunity to submit a response to your Request for Proposal (RFP) from the **Association of Educational Purchasing Agencies (AEPA)**. FMX provides purpose-built solutions for K-12 organizations that span facilities, maintenance, scheduling, and other operational-focused solutions. Having reviewed the contents of your RFP, I am confident that FMX can provide the solutions and services your organization needs to support your district and achieve your goals.

FMX serves hundreds of school districts nationwide and is the fastest-growing provider in the industry. Hundreds of districts have moved from other software tools to FMX over the past several years, with each noting that FMX understands the unique challenges that school districts face while providing an easy-to-use, configurable solution that supports the key aspects of school operations.

Enclosed is our response to your RFP which we hope illustrates the solutions we offer and the value we provide. We look forward to working with AEPA and your member organizations with the goal of serving you for years to come.

Best Regards,

Marc Stitt
Chief Strategy Officer
marc.stitt@gofmx.com

Committment to Education

Our company history and experience with education clients

> "I began my career as a mechanical engineer for an energy company and quickly realized that I wanted to make a more strategic impact on the business. It wasn't until 2012, when I was working on an energy conservation project with one of my partners that I realized the need for FMX.
>
> "At the time, the school we were working with was trying to find a way to manage their facilities remotely while maximizing energy savings easily. We began searching for software that was capable of scheduling preventive maintenance, streamlining event scheduling, and tracking maintenance requests. While many options were available, none helped us achieve our needs and were far too complicated for staff members to use on a daily basis.
>
> "We knew we could create something better, so we did."
>
> - Brian Gregory, Founder and CEO of FMX

The platform that Brian and his team created allows facilities leaders to streamline their maintenance processes, increase asset productivity, and track, manage, and improve the metrics that matter most to them. The solution has helped more than 700 K-12 districts optimize their operations and reach their facilities and maintenance goals.

FMX is recognized as one of the most-reviewed and highest-rated CMMS providers based on usability and customer satisfaction.

We rely on education facilities and maintenance leaders to guide the future of FMX. Their insights influence our product so heavily that we brought a few of these experts onto the team. Together, they have a combined 43 years of education experience. These include:

John Bailey, Ph.D.

- National Director, K-12 Business Development
- Former CEO & Executive Director, National School Plant Management Association

- 34 years of experience in the K-12 field as a teacher, principal and director of operations of two large urban school divisions

Darin Porter
- FMX Manager of Industry Practice
- Former K-12 Facilities Manager
- Former FMX customer

Matt Pace
- FMX K-12 Practice Leader
- Former K-12 Director of Maintenance and Operations
- Former FMX customer

Tyler Cantrell
- FMX Solutions Engineer
- Former K-12 IT Leader
- Former FMX customer

Marketing Experience

FMX has a highly tenured and experienced marketing team who have spent decades leading small, medium and large scale organizations. Today the team has deep specializations in digital marketing, field marketing, product marketing, campaign and event management, content development, digital and website experience, and more. We look forward to the opportunity to partner with the AEPA and your member organizations.

Vendor Partner Responses

RFP Guidance	FMX Response
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	**FMX has designated Marc Stitt, Chief Strategy Officer (CSO) to be the company's delegate for any needs.**

have a working knowledge of the contract.	
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.	**FMX will commit to training our sales staff and other key personnel on all aspects of the AEPA in terms of this contract. We welcome all input to the contents of said training and will commit to a minimum of (4) sessions each year.** **Marc Stitt and Mike Manuche will be the primary contacts.**
Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	**FMX will commit to suporting these marketing requirements and others as defined by our partnership with the AEPA.** **Marc Stitt and Alayna McCurry will be the primary contacts.**
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.	**FMX will commit to suporting these sales enablement requirements and others as defined by our partnership with the AEPA.** **Marc Stitt and Alayna McCurry will be the primary contacts.**
Quarterly, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a $0 report is required.	**FMX will commit to suporting this report.** **Marc Stitt and Sandy Widders will be the primary contacts.**
Report sales and administrative fees by participating state if requested by AEPA.	**FMX will commit to suporting this report.** **Marc Stitt and Sandy Widders will be the primary contacts.**
Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.	**FMX has designated Marc Stitt, Chief Strategy Officer (CSO) to be the company's delegate for any needs.**
Annually attend two (2) AEPA meetings: Annual	**FMX has designated Marc Stitt, Chief**

meeting which is typically in April or May and the Winter Meeting which is typically the week after Thanksgiving and has historically been held in conjunction with the Association of Educational Service Agencies (AESA) annual conference. At the Annual Meeting, Vendor Partners participate in a round table meeting with each of the AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.	**Strategy Officer (CSO) to be the company's delegate for any needs. Additional participating from FMX is available based on each event's need.**
Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	**FMX will commit to suporting these filed marketing requirements and others as defined by our partnership with the AEPA. FMX regularly attends over a 150 shows annually.** **Marc Stitt, Alayna McCurry, and Abigail Haberski will be the primary contacts.**
Increasing sales over the term of the contract with all participating AEPA Member Agencies.	**FMX will commit to suporting these requirements and others as defined by our partnership with the AEPA.** **Marc Stitt and Mike Manuche will be the primary contacts.**

FMX Implementation Requirements

FMX provides these FMX Implementation Requirements to customers prior to the beginning of the implementation process. This document outlines the project assumptions, checkpoints, and meetings throughout the implementation process. After working through over 1,500 implementations, these are FMX's recommended best practices to ensure optimal success with your chosen FMX solutions.

Project Assumptions

The following assumptions define the project's full scope and the parameters of what is in-scope and out-of-scope.

- FMX's implementation services are provided for a maximum of 60 days.
- Sufficient and appropriate Customer resources set forth need to be available during the project (for both onsite and remote work).
- Customer will provide a point of contact (e.g., project manager) who is empowered to make decisions and approve direction. This resource will be available at least once each week to meet, review progress, provide feedback and guidance. Customer needs to communicate regularly with FMX and provide FMX with timely feedback.
- Customer and FMX will jointly manage the project, and each party will manage its resources. All Customer resources shall be available for the duration of the project. Customer will be responsible for managing all assigned project management tasks.
- Customer will be responsible for collecting or providing FMX with access to all necessary data prior to the kickoff meeting.
- Customer will be responsible for their single sign-on (SSO) configuration and supplying FMX with the metadata to establish the connection.

Project Team Composition

FMX will provide the following resources during implementation:

Role	Description
Customer Success Manager	Responsible for project oversight and collaboration with client project management team, FMX site configuration, oversight of data migration, and client training.
Customer Success Specialist	Responsible for data migration, addressing product and technical issues or questions, SSO enablement, integration configuration, and commissioned reporting requests
Account Manager	Responsible for the management of client projects post-launch and sharing FMX product innovations.

Customer will provide the following resources during implementation:

Role	Description
Implementation POC(s)	Responsible for project oversight, resource management, stakeholder interactions and liaison, existing process flows, setup, configuration, and customization of the FMX workflows.

Process Owners/Stakeholders	Responsible for participating in requirements gathering, prioritizing requirements.
FMX Administrators	Responsible for participating in existing process plows, setup, configuration, and customization of the FMX workflows, daily administration of FMX post-launch.

Data Importing

An organization's data on buildings, users, assets, etc., provide the foundation for an FMX site. Some data is required to use FMX, while other data is optional. Depending on Customer's workflow and reporting needs, some optional data may be needed during the initial implementation. All required data will need to be provided by Customer to FMX within 7 days of the kickoff meeting in one of the acceptable formats listed below.

Required Data:

- Buildings
- Locations/Resources
- Users
- Equipment*

*Equipment is only required if utilizing the Planned Maintenance module.

Optional Data (may be required depending on the customer's workflow and reporting needs):

- Inventory
- Open Work Requests
- Historical Work Requests
- Upcoming Planned Maintenance
- Upcoming Schedule Requests
- Historical Schedule Requests

The following are acceptable data import formats:

- Excel (XLS or XLSX)
- CSV

*FMX *may* accept other files if they're converted to either a CSV or XLSX format and approved by Customer Success Management prior to a commitment.

The following formats are **not** acceptable data migration formats:

- BAK
- DAT
- HTML
- JSON
- XML
- TXT and RTF
- PDF
- Word documents (DOC and DOCX)
- Attachments and image files (JPEG, PNG, etc.)
- CAD
- Converted PDF or image files
- Scanned copies
- Paper copies

Other free services provided by FMX during initial implementation (additional fee-based services are available after the initial

implementation):

- Data Migration from Another System
  - Transferring data from other software to FMX. To complete this data migration, FMX will need:
    - Full-level access to other software system(s).
    - Data in an Excel, CSV, or other acceptable format from the list above

- Form Configuration
  - FMX will create your request forms for you. To complete the form configurations, FMX will need:
    - Copy of Customer forms. These can be in Excel, CSV, Word, or PDF files.

Timelines for services*:

Type of service	Standard Due Dates (Business Days)
Data Migration from Another System	30
Data Import	15
Form Configuration	10

*Timeline for services is dependent on Customer providing and communicating timely with FMX.

Single Sign-On (SSO)

FMX provides a support agent to enable the SSO connection with FMX. FMX does not offer client-side SSO configuration services for your organization.

FMX supports the following protocols for SSO:

- WS-Federation
- Google OAuth
- SAML 2.0

Common providers our customers use for SSO with FMX:

- Azure Active Directory (recommended)
- Google Cloud Platform (recommended)
- On-Premise Active Directory
- OneLogin
- Okta

Commissioned Reporting

If Customer purchases commissioned reporting, they will be required to complete a Statement of Work (SOW) document, which defines the business objectives, data, and other requirements of the report(s). The SOW should include:

- Business objectives
- Data points needed
- Formulas to obtain unique metrics or key performance indicators (KPIs)
- Preferred visualizations
- Desired filtering capabilities

- Email, exporting, and printing preferences

After receiving the completed SOW from Customer, FMX will have 10 business days to complete and return a document, outlining the deliverables and including any clarifying questions for Customer. Once all parties reach an agreement, FMX will provide a support agent to build out the commissioned report(s). Time to complete this service is 15 business days per report.

Supported Browsers

The following are a list of FMX supported browsers:

- Google Chrome (recommended) – Version 49+
- Mozilla Firefox – Version 4+
- Apple Safari – Version 5.1+
- Microsoft Edge – All Versions

Professional Services

The following services are **not*** included with the standard implementation:

- **Onsite Training:** The FMX Customer Success Team will go to Customer's location for training on the FMX software.

- **Mass Updates:** Allows bulk actions to be performed by the FMX Customer Success Team to a customer's FMX site. FMX will perform this service and deploy this to the customer's account automatically. Customer will have to supply FMX with their desired changes. Time to complete this service is 30 business days.

- **Development Updates:** Service is performed by the FMX Engineering team to a customer's site. The service provided by the engineering team typically includes a change to the FMX software code. FMX will perform this service and deploy to the customer's account automatically. Customer will have to supply FMX with their desired changes. Time to complete this service is 30 business days but could exceed that threshold depending on project scope.

- **Data Management:** The FMX Customer Success Team can assist Customers interested in migrating or importing data that does not conform to one of our acceptable data formats listed above. This could include working with relational data found in multiple source files or systems, making significant changes to data in transit (before importing), or other extraordinary data requests. Customer will have to supply FMX with details regarding the current data formatting and their desired changes. FMX does not support changes to data following our data review and scoping processes. Time to complete this service is 30 business days but could exceed that threshold depending on project scope.

***These services are available for an additional charge. To inquire about one of these services, reach out to your dedicated Customer Success Manager or Account Manager.**

Meetings and Processes Through Launch

Meetings and Processes Through Launch	Estimated Days (Recommended)
Kickoff Meeting • Kickoff	Day 0
Data Review and Pre-Site Configuration • Data Input • Pre-Site Configuration • Single Sign-On (SSO)	Days 1-21
Admin Training • Data review • Workflow review • Admin settings review	Days 22-34

Training • Staff Training • Launch	Days 35-46
Post-Launch • One Month Post Launch	Day 60
Total	60 Days

Implementation Timeline

- FMX's recommended 60-day implementation is shown for example purposes. FMX's implementation package includes a maximum term of 60 days. If implementation is not completed in 60 days, customer will be subject to an additional fee for 30 days of extended implementation services.
- The Services are provided in increments of full days and reviewed in each implementation meeting.
- All implementation and support work time is based on the FMX standard work schedule of Monday through Friday (8:00 am to 6:00 pm Eastern Time).
- Launch support will be provided as needed, including help from an FMX Customer Success Manager and Customer Success Specialist during their standard work schedule.
- **The work will be performed remotely from FMX offices unless otherwise indicated. FMX will bill the travel and expenses separately if onsite work is requested.**

Definition of Terms

- **POC** – Point of contact
- **CSV** – Comma separated value
- **SOW –** Statement of Work
- **SSO** – Single sign-on
- **WS-Federation** – Web Services Federation
- **SAML** – Security Assertion Markup Language
- **URL** – Universal resource locator, or the address of a World Wide Web page
- **QBR** – Quarterly business review
- **CS** – Customer Success
- **T&E** – Travel and expense

Meeting: Kickoff

Process	Steps	Resources	Commits & Deliverables from FMX	Commits & Deliverables from Customer
Kickoff	• Begin the FMX implementation • Project lead introductions • Establish desired outcomes • Develop a Launch Plan • Implementation overview • Introduction to Data Importing	• **FMX Participants**: Customer Success Manager • **Customer Participants**: Implementation POC(s), Process Owner(s)/Stakeholder(s), FMX Administrator(s)	• **Kickoff PowerPoint** FMX URL CSM and FMX Support Contact Info Meeting Dates • **Implementation timeline** An estimate of launch date based on 60-day maximum • **Import templates** For a list of FMX supported data migrations, please see the	• **Pre-site configuration questionnaire** Commit to completing before data review and pre-site configuration meeting • **Data** Commit to sending data that is in an Excel format to CSM • **Training Dates** Commit to

			appendix below. • **Pre-site configuration questionnaire** CSM to provide a link to a questionnaire • **SSO documentation** FMX to provide documentation for SSO configuration	having training dates before data review and pre-site configuration meeting

Meeting: Data Review and Pre-Site Configuration

Process	Steps	Resources	Commits & Deliverables from FMX	Commits & Deliverables from Customer
Data Input	• Learn more about manual and mass data importing • **Mass data importing** Correlation of fields between previous system export and FMX Confirmation that FMX has all the needed resources to proceed with mass data import	• **FMX Participants**: Customer Success Manager, Customer Success Specialist • **Customer Participants**: Implementation POC(s), FMX Administrator(s)	• **Import templates and completion of data import** For a list of FMX supported data migrations, please see the appendix below.	• **Manual data collection** Commit to gathering any building, location, equipment, inventory, or user information not included in data transfer and needed for the first value • **Data Import** Commit to sending data that is in an Excel format to CSM
Pre-Site Configuration	• Review of pre-site configuration questionnaire • Further discussion of desired workflow processes to be configured within FMX per module	• **FMX Participants**: Customer Success Manager • **Customer Participants**: Implementation POC(s), FMX Administrator(s)	• **Site configuration** User types Approval processes Request types Equipment and inventory types Forms Misc. feature configuration	• **Forms/documents** Commit to sending any forms or documents for configuration to CSM
SSO	• Customer to provide FMX with fully configured metadata document or URL	• **FMX Participants**: Customer Success Manager, Customer Success Specialist • **Customer Participants**: Implementation POC(s)	• **SSO enabled on FMX site** For a list of SSO options that FMX supports, please see the appendix below. *NOTE: FMX is not a consultant*	• **Metadata document/URL** Commit to sending metadata document/URL to CSM

			for configuring SSO services on your server.	

Meeting: Admin Training

Process	Steps	Resources	Commits & Deliverables from FMX	Commits & Deliverables from Customer
Data Review	• Review data questions as needed • Review of imported data to ensure accuracy	• **FMX Participants**: Customer Success Manager, Customer Success Specialist • **Customer Participants**: Implementation POC(s), FMX Administrator(s)	• Data import Process Complete • Solidification of the launch date • "Welcome to FMX!" email template	• **Data import** Completion of data imports • **Training plan** Choose a method for staff training and dates as necessary NOTE: All training is held remotely via a Zoom webinar session. • Solidification of the launch date
Workflow Review	• In-depth training on all aspects of workflow discussed in the previous meeting • Site to be viewed from all needed user types	• **FMX Participants**: Customer Success Manager • **Customer Participants**: Implementation POC(s), FMX Administrator(s)	• Workflow knowledge • FMXpert tips	
Admin Settings Review	• Brief training on the Admin Settings menu of FMX and all tabs involved	• **FMX Participants**: Customer Success Manager • **Customer Participants**: Implementation POC(s), FMX Administrator(s)		

Meeting: Training

Process	Steps	Resources	Commits & Deliverables from FMX	Commits & Deliverables from Customer
Staff Training	• In-depth training on all necessary workflow items for each training group • Training formats available: Webinar, self-service via pre-recorded video, self-service via written training guides	• **FMX Participants**: Customer Success Manager • **Customer Participants**: Implementation POC(s), Training groups	• Training videos • CSM to provide a link to training videos	

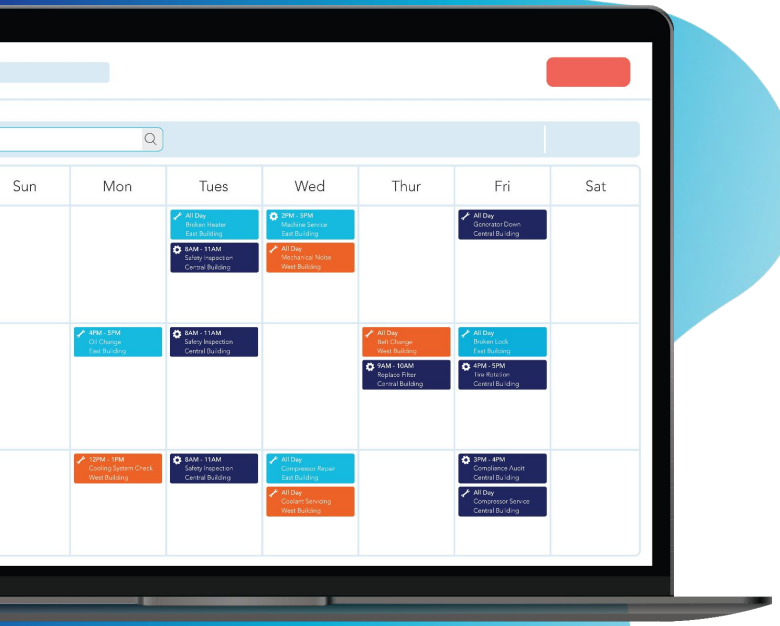
Meeting: Implementation Wrap Up

Process	Steps	Resources	Commits & Deliverables from FMX	Commits & Deliverables from Customer
At 60 Day Implementation Mark	• FMX Reporting Walkthrough • Implementation Scorecard Review	• **FMX Participants**: Customer Success Manager • **Customer Participants**: Implementation POC(s), FMX Administrator(s)	• CSM to review reporting module in FMX • CSM to provide a PDF version of customer's final FMX Implementation Scorecard	• Attend Implementation Wrap Up meeting • Commit to date for having staff begin submitting requests
Launch	• "Welcome to FMX!" email is sent to all staff	• **Customer Participants**: Implementation POC(s), FMX Administrator(s)	• **First value** CSM to provide resources for introducing FMX to staff	• **Launch FMX site** Commit to date for having staff begin submitting requests
Introduction to Account Manager	• Introduction to Account Manager • Revisit the desired outcomes stated during the Kickoff meeting • Review product modules • Identify new pain points • Set new goals and desired outcomes • Review new FMX features • Set regular Business Review cadence	• **FMX Participants**: Customer Success Manager, Account Manager • **Customer Participants**: Implementation POC(s), Process Owner(s)/Stakeholder(s), FMX Administrator(s)	• BR PowerPoint	• Attendance at the AM Introduction Meeting

<Organization Name> Kickoff Meeting

<CSM NAME>, Customer Success Manager
<FMX URL>.gofmx.com

Today’s Agenda



Introductions 01

Your desired outcomes 02

Overview of implementation process 03

Your implementation plan objectives 04

Managing your project after implementation 05

Intro to data importing 06

Team Introductions

Your Customer Success Manager

<Name>

<Email Address>

<Phone Number>

Responsibilities:

- Supports you in all aspects of building your FMX site following the outlined implementation process
- Post launch implementation of additional features

Your Customer Success Specialist

<Name>

<Email Address>

<Phone Number>

Responsibilities:

- Data migration main point of contact
- Form configuration
- Technical contact
- Post launch training sessions

FMX Customer Success Team

support@gofmx.com

1 (844) 664-4400

8:00am - 6:00pm EST

Responsibilities:

Provide technical support from the initial start of contract and ongoing post launch

Desired Outcomes

What are your first three goals with FMX?

Goal 1	Goal 2	Goal 3

Priority Features

What are your top priority features?

01

Implementation Process

Data Review & Pre-Site Configuration (1 hour)

Review the ways in which data can be added to your FMX site:

- Manually add buildings, resources, equipment, inventory & users OR
- Batch import data via import templates. FMX will provide the customer with an excel import template to collect the following:
  - Building, location, equipment, users & inventory data
  - Historical work order data
  - Existing schedule request data
  - Planned maintenance tasks

Review data from current software system to determine what data will need migrated over (this only applies if you're currently using another software system)

- Depending on the complexity and amount of data being brought over, an additional 30 min. meeting may be required to discuss specifics

02

Implementation Process

Data Review & Pre-Site Configuration (1 hour)

Pre-Site Configuration

Review the pre-site configuration questionnaire that covers user types and workflow processes

How to prepare:

- Discuss all questions internally to decide on workflow processes you will need
- Review the attached user type guide to see best practices for user level access
- If applicable, send over forms you need configured on your FMX site
- Prepare to discuss data entry or migration

Who Should Attend?

- Key stakeholders for each department

03

Implementation Process

Admin Training Session (about 1 hour)

- Review user access and permissions via user types
- Review forms and workflow processes
- Review request types throughout the site to match the desired workflow
- Review data that has been imported
- Review admin settings for future updates
- Revisit your timeline and finalize your go live date

Who should attend?

- Administrators

*Depending on the complexity of your site, this meeting may be separated into two (a site review and admin settings training)

04

Implementation Process

Training Sessions (30 minutes - 1 hour)

Training Sessions

- Schedule training sessions with your Building Approvers, Facility/Maintenance Managers, and Technicians
  - I will connect via Zoom to walk your staff through submitting, approving, resolving requests and more.
- Want to skip the training session for some of your users? Here are some helpful step-by-step training videos for users with different access!
- Here are some helpful articles to get started:
  - Click here to learn about Work Requests
  - Click here to learn about Planned Maintenance
  - Click here to learn about Schedule Requests
  - Click here to learn about Transportation Requests

Who should attend?

- Administrators & Staff

05

Implementation Process

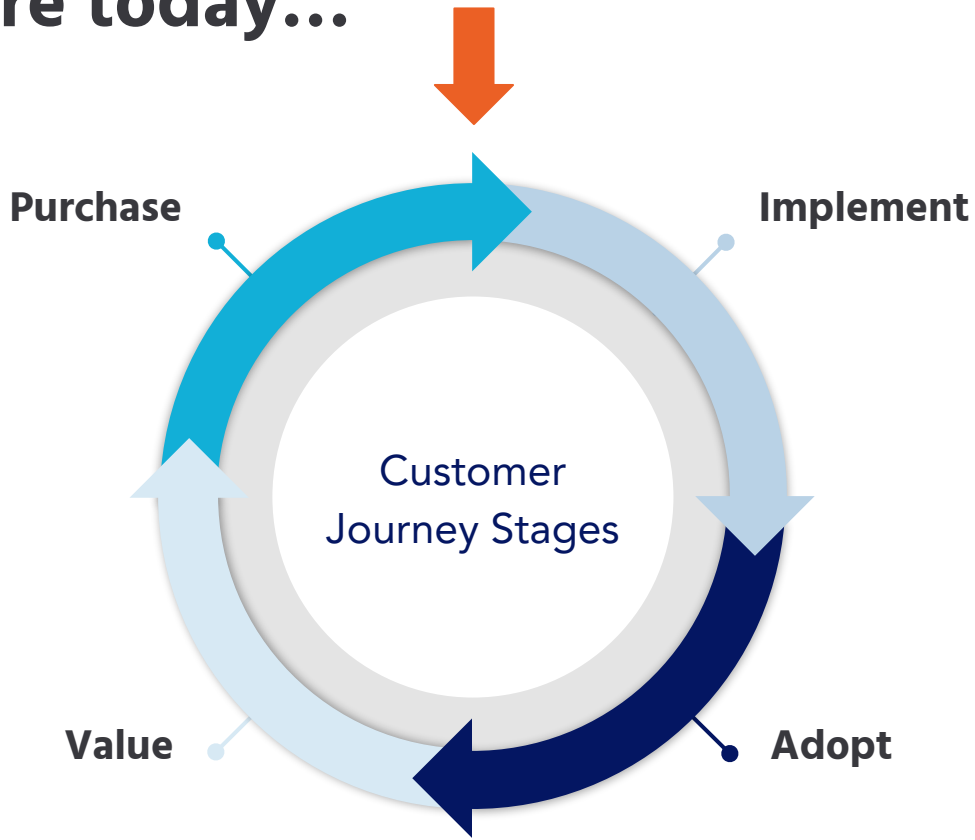
In order to find the most success, here is what needs to be completed in our 60 days together:

- All implementation meetings have been held with your CSM
- “Need to have” data has been collected and added to your site
- Introduce FMX to your staff by sending out this email template

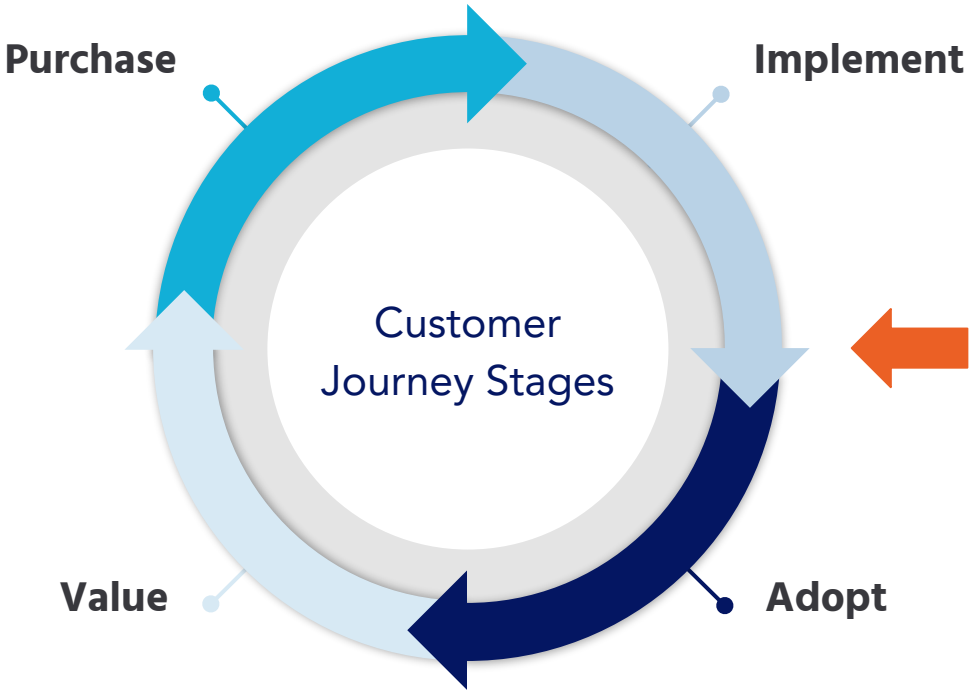
Once our 60 days is over, it does not mean:

- You’re unable to make changes to your site
- You lose a designated contact from FMX

Where we are today…



Where we'll be in 60 days



Implementation Process

Week 1	Kickoff
Week 2-3	Data Review & Pre Site Configuration
Week 3-4	Admin Training
Week 4-5	Training Session(s)
Week 5-6	Launch FMX
4-6 WEEKS TOTAL IMPLEMENTATION TIME	

Implementation Plan Objectives

Go live date- 60 days from kickoff meeting

Go Live Date (recommended to line up closely with the date above):

*If the implementation deadline is exceeded, you will be subject to an additional charge

Data

Manual, Excel, or Other System?

SSO

ADFS or Google?

Implementation Process - Post Launch

Post Launch Survey and Reporting & Scorecard Review Meeting (30 minutes - 1 hour)

Survey will be sent 10 days after implementation is complete

Gives you the opportunity to let us know what's going on well and what might need revised

Reporting

- Walk through the dashboard reports
- Discuss the static reports

Scorecard Review

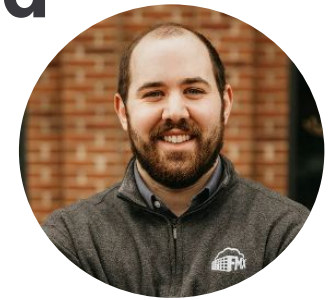
- Data Entry
- Workflow Setup
- User Adoption
- Achieved Desired Outcomes

Implementation Process - Wrap Up

Post Launch Survey and Reporting & Scorecard Review Meeting (30 minutes - 1 hour)

- Meeting date:
- Meeting time:
- Attendees: Project Admins

Implementation Process & Beyond



Account Manager: <AM Name>

Introduction of your new FMX point of contact, Account Manager

- Main point of contact post launch
- Offers best practices on how to get the most value out of FMX
- Ensures you’re meeting your goals and getting the user adoption you need to be successful

Implementation Process - Post Launch

Quarterly Business Review with your Account Manager (about 30 min.)

- Discuss your successes and new goals in FMX
- Review other features FMX offers that may benefit your organization
  - Product Enhancements
  - Additional Modules can help you track work requests, reserve facilities for upcoming events, and schedule your planned maintenance
  - Custom Work Request Modules can help you track leave requests, key requests, and more!
- Ensure all contact information is up-to-date
- Talk through any questions you have

AM will schedule these meetings with you

Intro to Data Importing

What data do I need to have in order to go live?

Buildings

- Typically your actual buildings (e.g. each space with an address)

Users

- If you're using SSO or account registration, you only need to import users with a higher level of access than a basic requester!

<IF SITE HAS SCHEDULE REQUEST MODULE> Resources / Locations

- Typically the rooms within your buildings
- Can also be resources like tables or chairs

Intro to Data Importing

What data do I need to have in order to go live?

<IF SITE DOESN’T HAVE SCHEDULE REQUEST MODULE>

Resources / Locations

- Typically the rooms within your buildings
- Can also be resources like tables or chairs

Equipment

- Fixed assets

Inventory

- Consumable items

Intro to Data Importing

What timeframe should we expect for data to be imported by FMX?

Data Migration:

- Static data (Buildings, Locations, Users, Equipment, and Inventory) will be prioritized
  - 15 business days from the date of the data review meeting
- Active request data (unresolved or upcoming requests in your previous system):
  - 30 business days from the kickoff meeting; Will be imported on a first-come first serve basis

Data Archiving:

- Historical request data (completed request data from previous years):
  - Will not be imported into your FMX site, but will be archived for easy access as a Custom Nav Link on your left-hand menu
  - Archived data will be available by the date of the data review meeting

Reminder: Data needs to be provided to FMX prior to the data review meeting and at minimum, 10 business days prior to the date you lose access to your previous CMMS

*Expected import and migration timelines are subject to change depending on our customer responsiveness and customer support team's bandwidth. Any changes in expected timelines will be communicated to you by your Customer Success Manager.

Any changes in expected timelines will be communicated to you by your Customer Success Manager.

Tips From the Experts

FMXpert Tip #1

Don't get caught up on the small things! If equipment should be in FMX before launching, pick your priority items first. You can add the nice to haves after you launch!

FMXpert Tip #2

Introduce FMX (or the future plan to rollout of FMX) to your staff early on. When it comes time to fully launch the software, this will help to ensure there aren't any surprises. Here is an example email that can be used

FMXpert Tip #3

Don't try to account for every exception in your workflow process as this will overcomplicate your FMX site

Schedule Our Next Meeting

Data Review & Pre-Site Configuration: _____

SchoolDude Migration Meeting: _____

Before Our Next Meeting

1. Login to your FMX site: <siteurl>.gofmx.com
    a. You will be an FMX Administrator and have access to all FMX has to offer! Don't worry though, we will review all of these settings during our next few meetings.
2. Review the FMX Work Request Flowchart
3. Review the Pre-Site Configuration Questionnaire
    a. Please email me with any questions!
    b. Feel free to answer any questions you'd like and leave any blank you'd prefer to discuss during our next meeting.
4. Begin gathering "need to have" data
    a. This will be ongoing homework before you launch, but let's get the required items done now!
5. Prepare dates for *all* training sessions
    a. Let's capitalize on your momentum now! We will schedule all of your training sessions at the end of our next meeting.
6. Consider timing for sending your staff the "pre-launch" introduction email

Questions?

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

FACILITIES MANAGEMENT EXPRESS, LLC

TRADE NAME:

ADDRESS:

800 YARD ST STE 115
COLUMBUS OH 43212-4321

SEQUENCE NUMBER:

1969094

EFFECTIVE DATE:

07/21/15

ISSUANCE DATE:

03/10/22

James J. Fusiona

Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

FACILITIES MANAGEMENT EXPRESS, LLC
0450004668

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for FACILITIES MANAGEMENT EXPRESS, LLC was submitted on 05/05/2023 for the year: 2023

Registered Agent and Office

C T CORPORATION SYSTEM
820 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628

Main Business Address

800 Yard St.
Ste 115
COLUMBUS, OH 43212

Officers and Directors

CHAIRMAN OF THE BOARD
Jeffrey M Wilkins
800 Yard St
Ste 115
Columbus, OH 43212

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this 5th day of May, 2023

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 2710066982
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Certification **55944**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-May-2023** to **15-May-2026**

FACILITIES MANAGEMENT EXPRESS, LI
800 YARD STREET STE 115
COLUMBUS OH 43212

ELIZABETH MAHER MUOIO
State Treasurer

RFP NO. 24-D
AEPA | Part B Technical Requirements and Documentation

Prepared by Facilities Management Express (FMX)

Delivered by

Marc Stitt, Chief Strategy Officer, FMX
614.309.5998 | marc.stitt@@gofmx.com

September 7, 2023

Facilities Management Express
800 Yard St #115
Grandview Heights, OH 43212

Table of contents

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General Specifications

Item	Description	FMX Response
6.1	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 resell 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 contract.	**Yes; FMX confirms this requirement.**
6.2	All charges and components necessary for 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.	**Yes; FMX confirms this requirement.**
6.3	If the Vendor Partner intends to utilize 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.	**Yes; FMX confirms this requirement.**
6.4	Optional services must be identified separately, and must include clear descriptions of proposed services.	**Yes; FMX confirms this requirement.**
6.5	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.	**Yes; FMX confirms this requirement. However, separate fees may be required for integrations with other and/or third-party systems.**
6.6	Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested.	**Yes; FMX confirms this requirement. FMX utilizes a software-as-a-service (SaaS)**

		model that ensures frequent updates to customers at no extra charge.
6.7	Products that have a money back guarantee will be clearly identified in the catalog and on the web site (if applicable).	**Yes; FMX confirms this requirement.**

Product | Category Specific Specifications

Item	Description	FMX Response
7.1	The CMMS system will be configured to allow remote non-maintenance personnel to request services, inventory or events from the district maintenance department (or other support personnel) through a web browser.	**Yes; FMX confirms this requirement.**
7.2	The CMMS system will allow remote site requesters to be provided status updates on requests that have been previously submitted. This status update shall be filtered or password protected so that the requester only sees requests submitted by that individual.	**Yes; FMX confirms this requirement.**
7.3	The CMMS system should support email notifications that allow the maintenance (or other) department to automatically notify work order requestors when work is completed or when work is delayed.	**Yes; FMX confirms this requirement. The solution is very flexible to aid in such communications.**
7.4	Indicate additional hardware/software or network configuration requirements that are required to support this request/update feature. Indicate limitations on number of site requesters that can be added to the	**N/A; No additional hardware or software is required to use FMX.**

	system.	

The following Modules/Functions are requested: (Note: Interoperability is not required for all system components.)		
7.5	Power user with full access from single log-in	**Yes; FMX confirms this requirement. FMX provides a single log-in for all components contained within this response (and more).**
	Web access to administration	**Yes; FMX confirms this requirement.**
	Multi-level security	**Yes; FMX confirms this requirement.**
	Display of user's functional permission level	**Yes; FMX confirms this requirement.**
	Help text and error messages	**Yes; FMX confirms this requirement.**
	Multi-media file attachments (Word files, graphic images, audio and video) to record as work orders.	**Yes; FMX confirms this requirement. The only limit is at 500MB per attachment.**
	Secure and/or Multi Factor Authentication capabilities	**Yes; FMX confirms this requirement.**
7.6	**Work Order Management:**	
	Database of support employees along with labor rate information;	**Yes; FMX confirms this requirement.**
	Vendor database	**Yes; FMX confirms this requirement.**
	Ability to capture labor hours, contract cost and materials costs for each work order; - Recording of equipment downtime	**Yes; FMX confirms this requirement.**
	Ability to charge multiple wage rates	**Yes; FMX confirms this requirement.**
	Request dates and completion dates	**Yes; FMX confirms this**

		requirement.
	Estimated and actual hours	**Yes; FMX confirms this requirement.**
	User definable tracking fields	**Yes; FMX confirms this requirement.**
	Labor and materials transactions for each work order	**Yes; FMX confirms this requirement.**
	Work order tracking fields such as trade, purpose, budget and other codes; - Interface to check work order status with selection marks	**Yes; FMX confirms this requirement.**
	Search capability on work order number or description key	**Yes; FMX confirms this requirement.**
	Full integration with related modules including preventative maintenance, facility scheduling, inventory, building site request and asset management	**Yes; FMX confirms this requirement.**
	Automatic computation of work costs using labor rates in employee module; - Tracking tool for usage against work orders, required permitting, OEM manuals, photos, and safety documentation	**Yes; FMX confirms this requirement.**
	Ability to re-open closed work orders	**Yes; FMX confirms this requirement.**
	Ability to track/enter purchase orders	**Yes; FMX confirms this requirement.**
	Ability to allow for multiple inspections per asset and store inspection results and data	**Yes; FMX confirms this requirement.**
7.7	**Asset Management:**	
	List of values for assets, locations and classifications; - Standard equipment templates	**Yes; FMX confirms this requirement.**

	Standard equipment templates	**Yes; FMX confirms this requirement.**
	Warranty tracking	**Yes; FMX confirms this requirement.**
	Lists of outstanding jobs by equipment, asset class and location	**Yes; FMX confirms this requirement.**
	Lifetime labor and material costs per equipment, asset classification and location; - Historical tracking of total of maintenance costs per asset	**Yes; FMX confirms this requirement.**
	Predictive maintenance and cost analysis	**Yes; FMX confirms this requirement.**
	Support asset tagging and scanning with mobile app	**Yes; FMX confirms this requirement.**

7.8	**Materials Management:**	
	Manage inventory items by category types: mechanical, custodial, tools and others; - Track all inventory transactions, including issues, receipts, returns, adjustments, orders, and transfers	**Yes; FMX confirms this requirement.**
	Allow inventory to be issued to a location, pick list, project, work order or employee; - Enable requestor to select items from inventory catalogs and submit inventory requests online	**Yes; FMX confirms this requirement.**
	Track detailed information on inventory items including unit of issue, on contract, supplier, average fixed costs, tag number for tools, mark up and back-order quantity; - Allow inventory items to be stored and tracked in multiple pools and by categories including aisle, bin number and reorder points	**Yes; FMX confirms this requirement.**
	Integrate with the work order and preventative maintenance modules.	**Yes; FMX confirms this requirement.**
7.9	**Technology Work Management:**	

	End users or IT staff may originate work order requests for IT problems	**Yes; FMX confirms this requirement.**
	Status of work orders can be customized and continually monitored by staff; - System routes request to proper technician using configurable workflow; - Provide for tracking of labor and parts for each incident	**Yes; FMX confirms this requirement.**
	Warranty of technology can be continually monitored	**Yes; FMX confirms this requirement.**
7.10	**Preventative Maintenance:**	
	Schedule by elapsed days, calendar date and usage;	**Yes; FMX confirms this requirement.**
	View labor, material and tool cost for anticipated tasks;	**Yes; FMX confirms this requirement.**
	Track all scheduled maintenance	**Yes; FMX confirms this requirement.**
	Create recurring maintenance schedules in a daily, weekly, monthly or annual basis; - Store schedule templates for quick creation of frequently used schedules	**Yes; FMX confirms this requirement.**
	Track equipment information, including manufacturer, model and serial numbers, in/out service dates and warranty;	**Yes; FMX confirms this requirement.**
	Automatically generate preventative maintenance work orders through an integration with work order system	**Yes; FMX confirms this requirement.**
	Display incoming scheduled work in a calendar format, by staff member, for resource scheduling.	**Yes; FMX confirms this requirement.**
7.11	**Budget Management:**	
	Allow district to establish budget code format	**Yes; FMX confirms this requirement.**
	Permit flexible budget terms, budget periods,	**Yes; FMX confirms this**

	and flexible budget hierarchies; - Analyze costs vs. budget per budget period and year-to-date	**requirement.**
	Facilitate the creation of long-range capital plans and budget plans	**Yes; FMX confirms this requirement.**
	Manage capital projects and expenditures related to deferred maintenance, deficiencies and corrections.	**Yes; FMX confirms this requirement.**

7.12	**Reports Generation**:	
	Graphs and tabular reports in multiple formats, like HTML, PDF, or Excel; - Search capability allowing user to define criteria in a specified field(s);	**Yes; FMX confirms this requirement.**
	Reports on craft/trade, location, budget, employee, cost analysis, transactions, outstanding work, workload and assignments, and status of work;	**Yes; FMX confirms this requirement.**
	Standard inventory reports on issued inventory, returned inventory, transferred inventory, supplier reports, and pick list reports	**Yes; FMX confirms this requirement.**
	Standard preventative maintenance (PM) reports on projected parts and supplies, estimated PM labor, forecasting labor, and corrective vs. preventative;	**Yes; FMX confirms this requirement.**
	Standard facility scheduling reports on location, organization, schedules, budget, invoices, and reminders;	**Yes; FMX confirms this requirement.**
	FEMA related reporting	**FMX can provide this as a commissioned report. Separate charges may apply.**
	Access to reporting tool that allows for peer-to-peer comparisons.	**No: FMX does not provide this at this time. We are currently**

		evaluating approaches to meeting this requirement and would welcome more feedback from the AEPA and/or member customers.
7.13	**Utility Management: OPTIONAL**	
	Support all standard energy/water/other related utilities	**Yes; FMX confirms this requirement.**
	Track essential account, vendor building and user information	**Yes; FMX confirms this requirement.**
	Track basic utility billing determinants for each account and/or meter including billing periods, consumption, cost and average unit cost. Bills are to be tracked by month, year and building	**Yes; FMX confirms this requirement.**
	Ability to track user-defined data such as hours of use, number of occupants, etc.; - Use and cost budget function for monthly and annual budget analysis	**Yes; FMX confirms this requirement.**
	Customizable user-defined advanced utility bill determinants including power factor, time of-use, taxes, service charges and deregulated bill determinants;	**Yes; FMX confirms this requirement.**
	Current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year	**Yes; FMX confirms this requirement.**
	Easy exporting of data to any spreadsheet format	**Yes; FMX confirms this requirement.**
	Virtual and sub-meter tracking to support internal organization chargeback	**Yes; FMX confirms this requirement.**
	Utility bill validity checking with multiple parameter analysis	**Yes; FMX confirms this requirement.**
	Allows you to scan and store electronic copies of utility bills	**Yes; FMX confirms this requirement.**
	Track capital projects related to energy	**Yes; FMX confirms this**

	conservation	**requirement.**
	Track Energy Star Integration for ratings	**Yes; FMX confirms this requirement.**
	Track Interval Meter Data	**Yes; FMX confirms this requirement.**
	Create shutdown checklists	**Yes; FMX confirms this requirement.**

7.14	**Facility Scheduling: OPTIONAL**	
	Multiple routing rules for event approval	**Yes; FMX confirms this requirement.**
	Automatically routes usage requests to approval managers	**Yes; FMX confirms this requirement.**
	Track facility usage costs and automatically generate invoices	**Yes; FMX confirms this requirement.**
	Enable event requesters to check facility availability and submit usage requests online	**Yes; FMX confirms this requirement.**
	Display scheduled events on calendar	**Yes; FMX confirms this requirement.**
	Email notifications to support personnel	**Yes; FMX confirms this requirement.**
	Database of areas available for after-hour usage	**Yes; FMX confirms this requirement.**
	Ability to handle events with multiple dates with a repeating pattern as well as random series of events	**Yes; FMX confirms this requirement. Our Facility Scheduling solution is highly flexible to support these types of requirements.**
	Billing and rental administration	**Yes; FMX confirms this requirement.**
	Multiple levels of security	**Yes; FMX confirms this requirement.**

7.15	**Wireless/Mobile Management** that enables mobile workers to: **OPTIONAL -**	
	Receive, process and complete work via a wireless/mobile device;	**Yes; FMX confirms this requirement. FMX does require a wifi/internet connection. Further mobile app capacilites are planned for the future.**
	Record transactions for labors hours	**Yes; FMX confirms this requirement.**
	Search and sort, and sort through their work orders	**Yes; FMX confirms this requirement.**
	Barcode and QR scanning	**Yes; FMX confirms this requirement.**
	Attach/store images and photos to asset/work order	**Yes; FMX confirms this requirement.**
	Record work order labor hours	**Yes; FMX confirms this requirement.**
7.16	**Trip Planning and Management**: **OPTIONAL**	
	Allow requesters to easily submit trip requests and check status online	**Yes; FMX confirms this requirement.**
	Automatically route trip requests to approval managers	**Yes; FMX confirms this requirement. FMX has highly configurable routing and approval support.**
	Track availability and manage scheduling of vehicles and drivers	**Yes; FMX confirms this requirement.**
	Display scheduled trips on interactive calendar	**Yes; FMX confirms this requirement. Our calendar view is frequently used by education customers.**
	Track all trip related costs.	**Yes; FMX confirms this requirement.**
7.17	**Information Technology Asset Management**: **OPTIONAL**	

	Gather and report information about computer assets on your network, including hardware, software and warranties;	**No; FMX does not support this need. If you require a client to be installed on the customer's network to scan for devices, this is not something FMX supports today.**
	Monitor assets at the component level and generates alerts for missing assets	**No; FMX does not natively provide network monitoring, such that when a certain device(s) leaves the network, an alert would be generated.**
	Track licenses and usage for optimum license management and compliance	**Yes; FMX confirms this requirement.**
	Generate alerts for software license agreement violations and unauthorized software installations.	**No; FMX currently does noto have a way to track software installations and check for authorized vs. unauthorized software.**
7.18	Additional modules may be added.	**Yes; FMX confirms this requirement. FMX is modular which means that each customer can add additional modules and/or features at a later date. Pricing varies between being included and being optionally priced.**
7.19	Many, but not all, AEPA members also serve municipalities. Insert information on any municipal-related modules available in your response.	**FMX provides a capable solution for Municipalites as outlined on our website here. The key modules and capabilites are outlined here with added context to the benefits specifically for these types of organizations.**

Technical Requirements and Documentation

8.1	Indicate if the proposed Facility Management Software utilizes an	**No; FMX is an Microsoft Azure cloud hosted SaaS.**

	Application Service Provider (ASP) and/or local server based platform for hosting, administering, and using your product.	
8.2	Provide minimum hardware requirements for the local server and computer workstations required to use your product. Include requirements for both ASP and/or local server scenarios.	**N/A; FMX is cloud hosted and does not requie a local server in order to function. Workstation requirements are up-to-date web browser, Chrome, Edge, Firefox are compatible as well as a broadband Internet conneciton.**
8.3	Provide a listing of server software operating systems your product is compatible with; include minimum version needed to properly run your product.	**N/A**
8.4	Provide a listing of workstation software operating systems your product is compatible with, include minimum version needed to properly run your product.	**FMX is compatible with Windows, MacOS, and Linux**
8.5	Provide a listing of application software, including web browsers that are required to operate your program.	**FMX is compatible with Google Chrome, Microsoft Edge, and Mozilla Firefox.**
8.6	Provide an implementation schedule, including tasks, resources, durations and dependencies after award of contract.	**Each implementation FMX performs is tailored to the needs of the individual customer. As a result, the exact schedule can vary to ensure the best results.** **Please see appendices for "FMX 2023 Implementation Requirements" and "FMX Implementation Kickoff Template" for examples.**
8.7	The technology infrastructure enabling the solution must provide for industry-standard 99.99%	**Yes; FMX confirms this requirement. You can check the status of FMX at anytime**

	uptime. Exceptions to this requirement include downtime during regularly scheduled and maintenance periods. Vendor should also define a communication plan to flarify the timing of maintenance downtime periods so end users and administration have ample time to prepare for the temporary unavailability of the vendor's system.	**by visting https://status.gofmx.com**
8.8	Indicate addition hardware/software or network configuration requirements that are required to support this system and will contribute the total cost of ownership. Indicate limitations on number of site requsters that can be added to the system.	**N/A; FMX requires no additional hardware/software to function properly. FMX provides an unlimited amount of requester users.**

AEPA | FMX Response

Sample copies of reporting capabilities available to customers

FMX Confidential - Do Not Distribute

Standard Dashboards

Overview

Comprehensive Costs

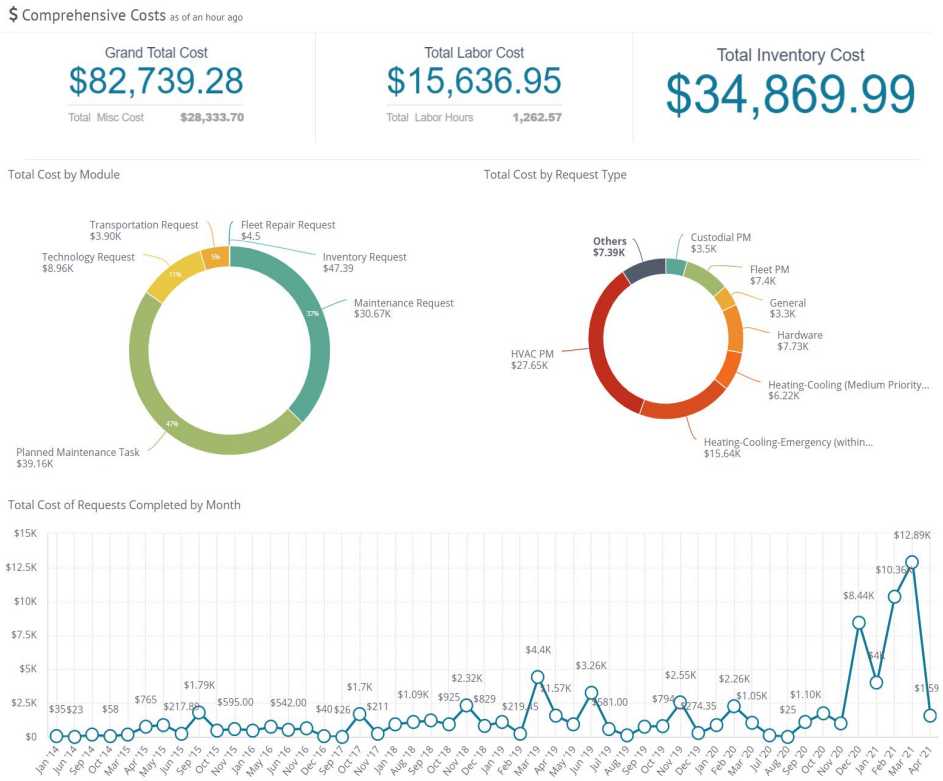
See how costs are distributed between resources to audit, budget, and forecast spending.

Common Metrics

- Sum of total costs, labor costs, and inventory costs
- Breakdown costs by feature, request type, building, location, month, or request state

Is this dashboard right for you?

- Ideal for customers who use cost tracking, inventory usage, or labor tracking (with labor costs assigned to users)
- Customers who use WO, PM, Inventory, or Transportation
- Built for manager or director level and up in maintenance or finance departments



Comprehensive Operations

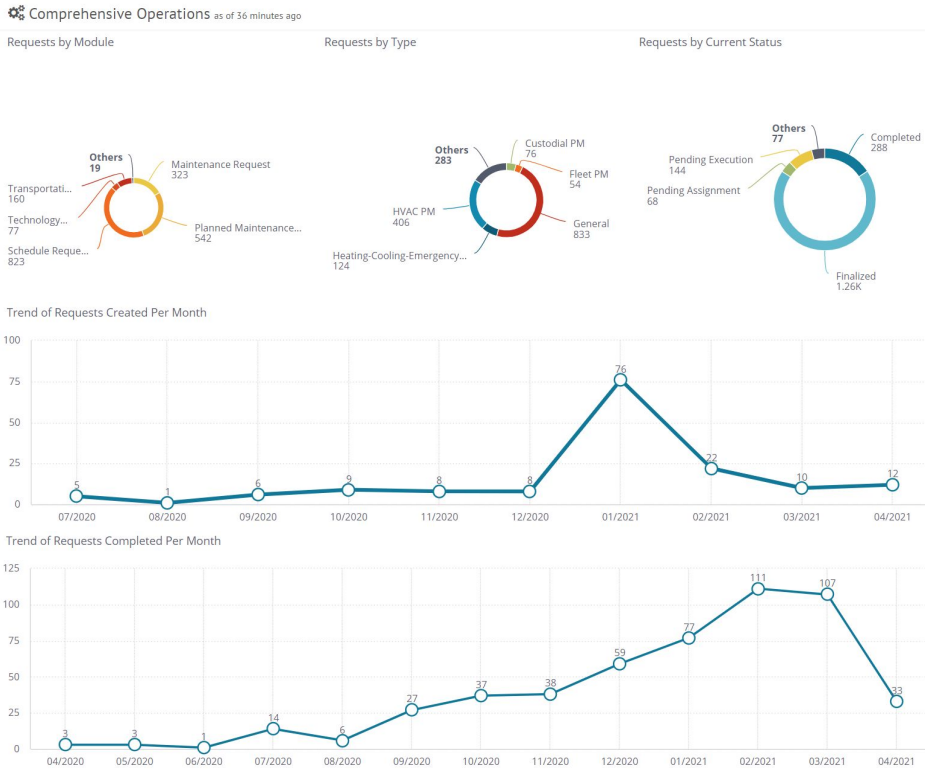
Breakdown request counts by different criteria to plan and staff accordingly, investigate root causes, or track team efficiency.

Common Metrics

- Sum of total requests split by feature, request type, and request state
- Breakdown request counts by building, month created, or month completed

Is this dashboard right for you?

- Suitable for any customer who submits requests using the work orders, planned maintenance, schedule request, or transportation features
- Built for manager level in a maintenance department



Equipment Maintenance Summary

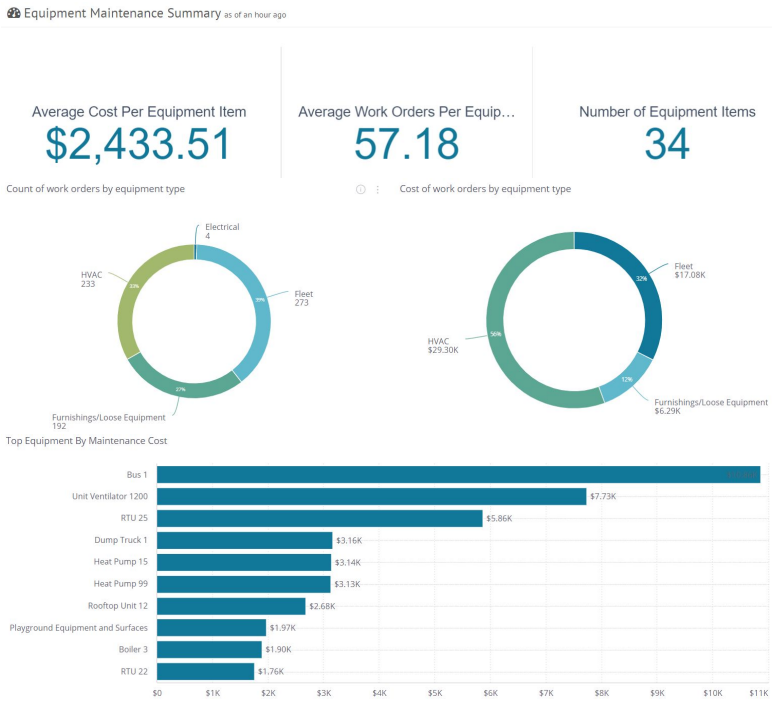
Identify problem equipment to schedule planned maintenance, staff resources accordingly, and justify replacement decisions.

Common Metrics

- Average cost per equipment item (costs assigned to work orders with that equipment item assigned)
- Average count of work orders by equipment item
- Sum of work orders and costs by equipment type
- Rank of equipment items by total cost, labor hours, and work order count
- Breakdown of cost and counts by feature, building, and first work order completion date

Is this dashboard right for you?

- Ideal for customers who track equipment/assets especially to optimize uptime and with limited windows to access the equipment
- Built for manager or director level in maintenance or engineering departments



Inventory Usage Summary

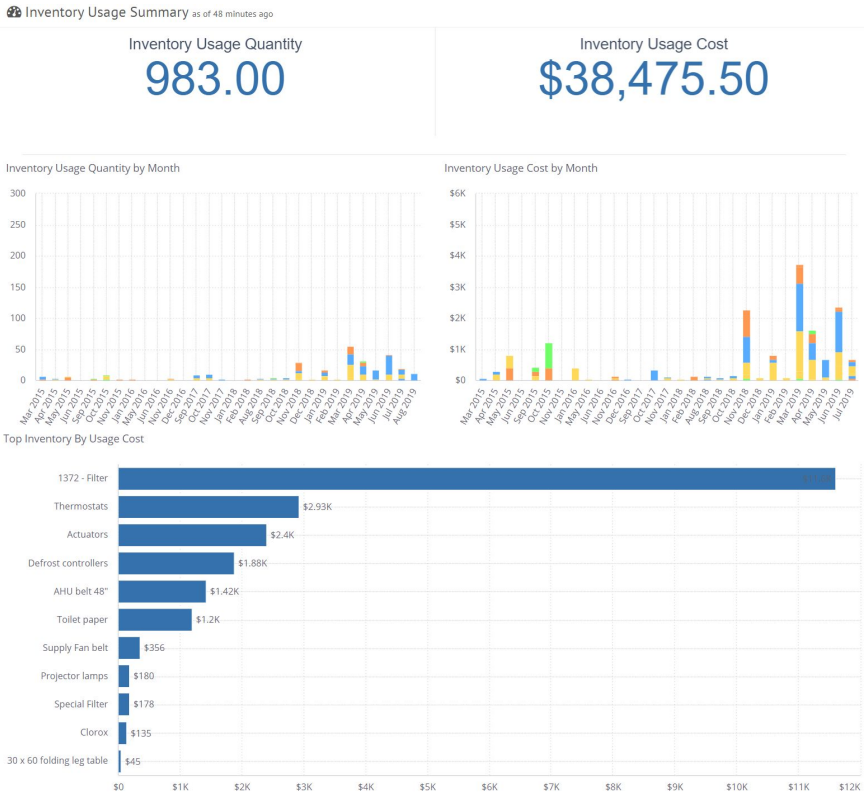
Track spending on different inventory items to aid stocking and budgeting plans. Highlight excessive use patterns to identify root causes with equipment or operating processes.

Common Metrics

- Sum of total inventory usage count and cost
- Breakdown by month and building
- Rank top used and top expensed inventory items

Is this dashboard right for you?

- Ideal for customers who use inventory on requests especially when inventory use is monitored, inventory is frequently replenished, or when inventory expenses represent a significant investment
- Built for managerial roles for warehouses or maintenance and sometimes finance individuals who audit spending



Schedule Request Financials

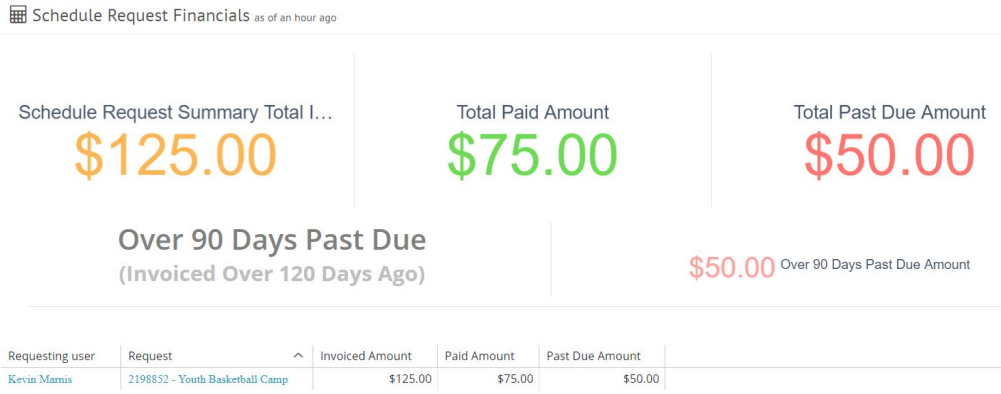
Monitor overdue invoices by requester to recoup charges and enforce policies. Review expenses by requester for forecasting.

Common Metrics

- Sum of all open invoices, paid invoices, and overdue invoices on schedule requests
- Breakdown of overdue invoices by days overdue and requester

Is this dashboard right for you?

- Ideal for customers who invoice for schedule requests
- Built for administrative or finance personnel who oversee scheduling or accounts receivable



Team Performance

Track individual contributor and team efficiency by labor distribution and request handling to identify problem areas. Forecast team capacity based on resolution rates and justify resourcing based on labor hours.

Common Metrics

- Sum of all labor hours and labor cost
- Average response time and resolution time
- Request count by feature
- Assigned request count, resolution count, and total labor hours by user
- Labor hours by building

Is this dashboard right for you?

- Customers who resolve requests and execute planned maintenance and track labor
- Built for maintenance managers or higher

Work Summary

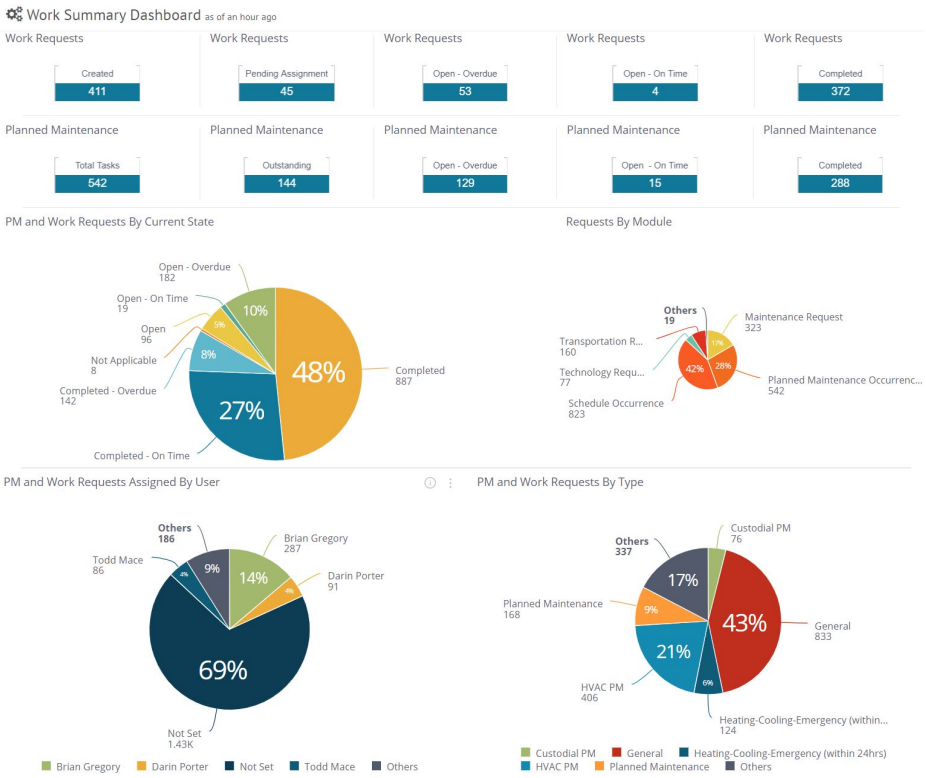
Monitor the state of open, in process, and completed work at any time to anticipate and balance upcoming demand on the team. Review ability to complete work on time to justify changes in requesting policies, pinpoint areas of improvement, or justify additional resources.

Common Metrics

- Sum of requests by status, feature, assigned user, and request type
- Breakdown by request create date, due date, first completion date, and building

Is this dashboard right for you?

- Customers who create, assign, and complete requests
- Built for managers in maintenance



Commissioned Dashboards

Customer Examples

Fixed Asset Management

Downtime

8. Hellofresh - Downtime Report

Description

- Total downtime hours
- Total downtime events
- Downtime details per request
- Top equipment by downtime hours
- Downtime trend per month

Target Customers

- Industries: small to large manufacturing/industrial
- Users: manager and director level; maintenance or reliability engineering role

Total Downtime Hours

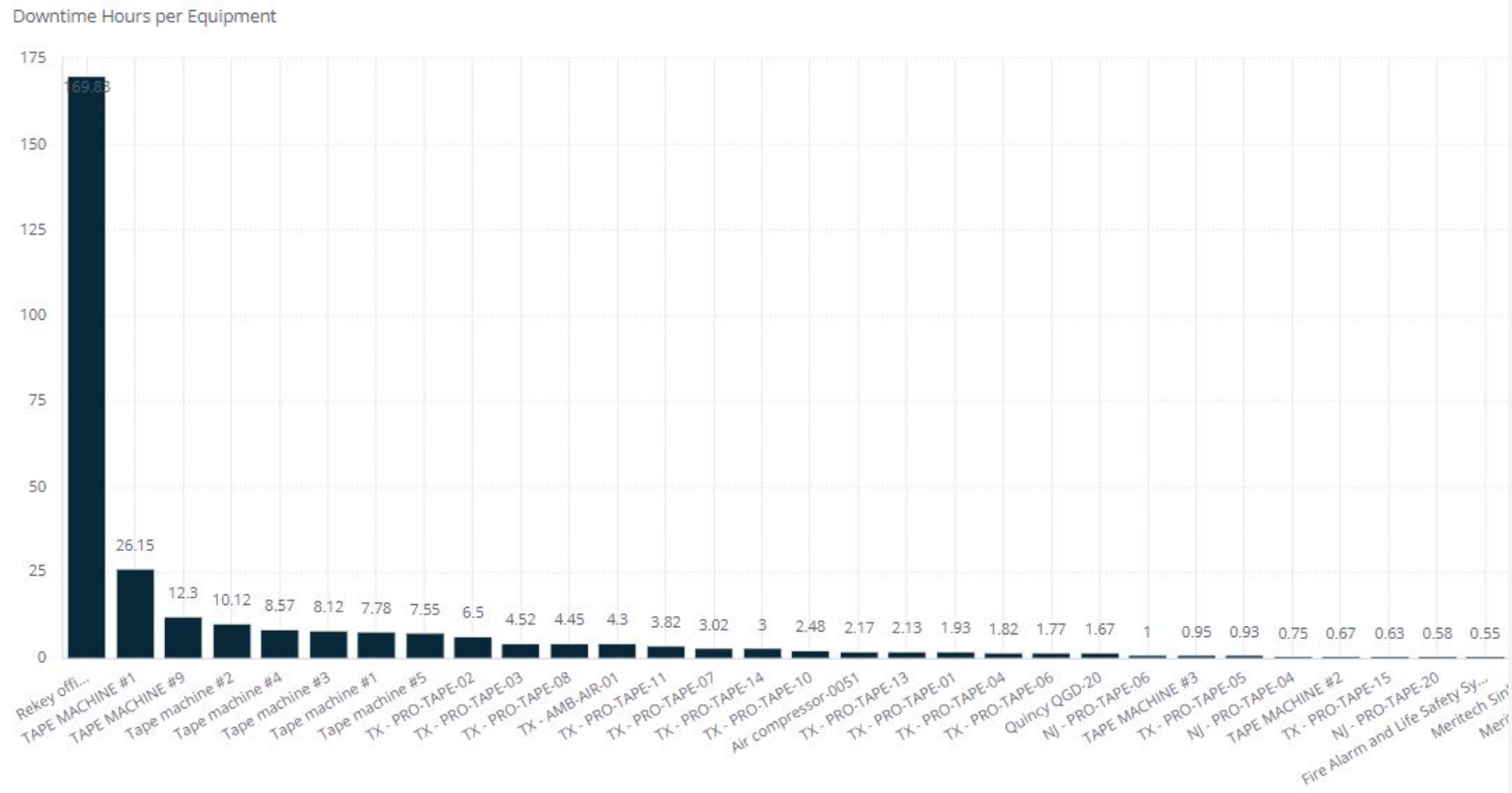
306.12

Downtime Events 196

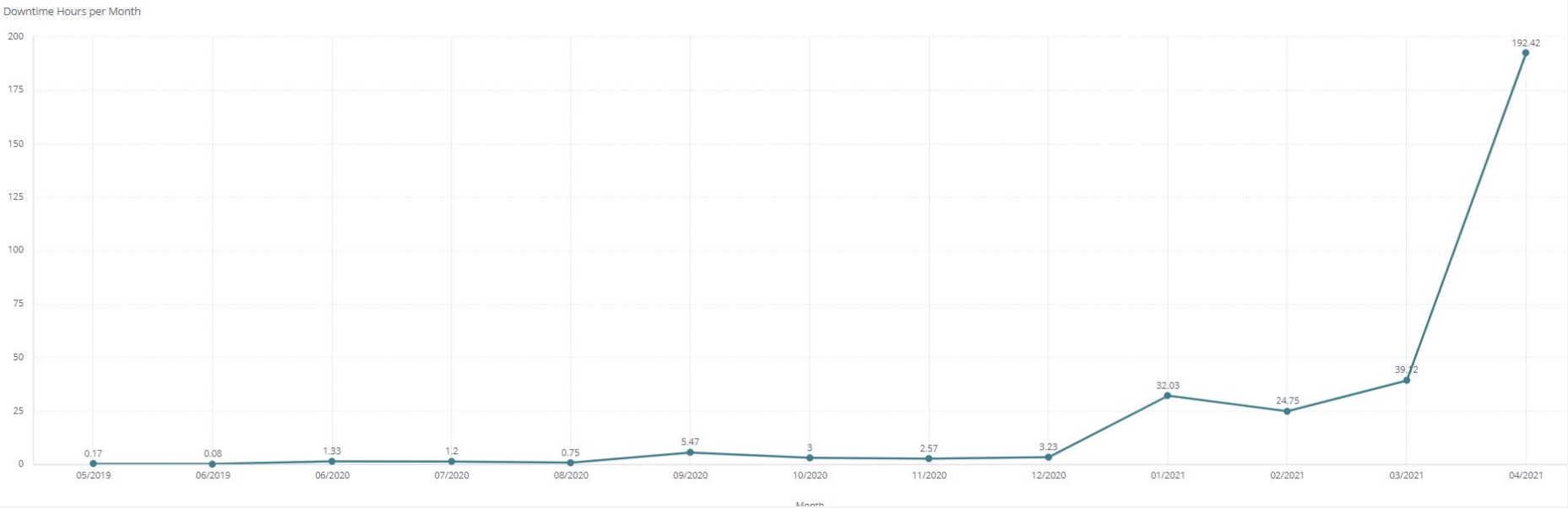
Request Details

Request	Request Type	Building	Equipment Item	Opened Date	Completed Date	Resolving User	Resolution	Downtime Hours
6293330 - LIne 10 tape machine	Equipment	HF Texas 1	TX - PRO-TAPE-10	12/1/20	12/1/20	Gerardo Esparza	Adjusted tension	0.25
6293620 - tape machine line 10	Production (for production problems only)	HF Texas 1	TX - PRO-TAPE-10	12/1/20	12/1/20	Patrick Halamik	Adjusted bottom taper tensioner	0.17
6295730 - Tape machine 2	Equipment	GC Colorado	Tape machine #2	12/5/20	12/5/20	Djillali Djaber	Tape incorrectly placed in the machine, resolved	0.17
6296550 - Line 1 tape machine	Equipment	HF Texas 1	TX - PRO-TAPE-01	12/7/20	12/7/20	Gerardo Esparza	Adjusted mandrel to center tape.	0.15
6297272 - Fix broken power wires support on the tape machines 2&4	Equipment	GC Colorado	Tape machine #1	12/9/20	12/9/20	Azzedine Mezni		0.37
			Tape machine #3	12/9/20	12/9/20	Azzedine Mezni		0.37
6301822 - Tape Machine	Equipment	HF Texas 1	TX - PRO-TAPE-02	12/19/20	12/19/20	David Holloway		0.22
6301898 - Tape machine down	Production (for production problems only)	HF Texas 1	TX - PRO-TAPE-06	12/20/20	12/20/20	Patrick Halamik	Bottom taper tape holder can loose , tighten up	0.25
6301993 - Tape machine belt making a funny noise	Equipment	GC Colorado	Tape machine #4	12/20/20	12/20/20	Sky Housouer	Found belt tension to be very tight on the drive. Relieved some of the tension and the noise was reduced. Looked at the grip rings, they may be dry and causing some of the issue. Looked in our inventory, did not appear to have rings.	0.4
6302401 - Line 3 tape machine - belt fell off	Production (for production problems only)	HF Texas 1	TX - PRO-TAPE-03	12/21/20	12/21/20	Patrick Halamik	Box jam ;;;; had to put both belts back on	0.2
6302486 - Replace worn belts on tape machine	Equipment	GC Colorado	Tape machine #4	12/21/20	12/21/20	Sky Housouer	Replaced belts and adjusted tension. Verified operation, no other issues observed.	0.33
6302604 - Line 1 Tape machine	Production (for production problems only)	HF Texas 1	TX - PRO-TAPE-01	12/22/20	12/22/20	Patrick Halamik	Tape was ran wrong when tape took was changed	0.08
6303661 - Tape machine on Line 2 not working - line down	Production (for production problems only)	HF Texas 1	TX - PRO-TAPE-02	12/27/20	12/27/20	Patrick Halamik	Top taper tensioner to tight adjusted. All good	0.12
6305722 - fix tape head on line 5	Equipment	Newnan, GA	TAPE MACHINE #5	1/4/21	1/4/21	James Klay Burks		0.03

Minimize equipment failures by closely monitoring all downtime events.



Easily identify problem areas by tracking downtime hours on all assets.



Reduce maintenance expenditures by analyzing downtime trends and making data-informed decisions.

Downtime

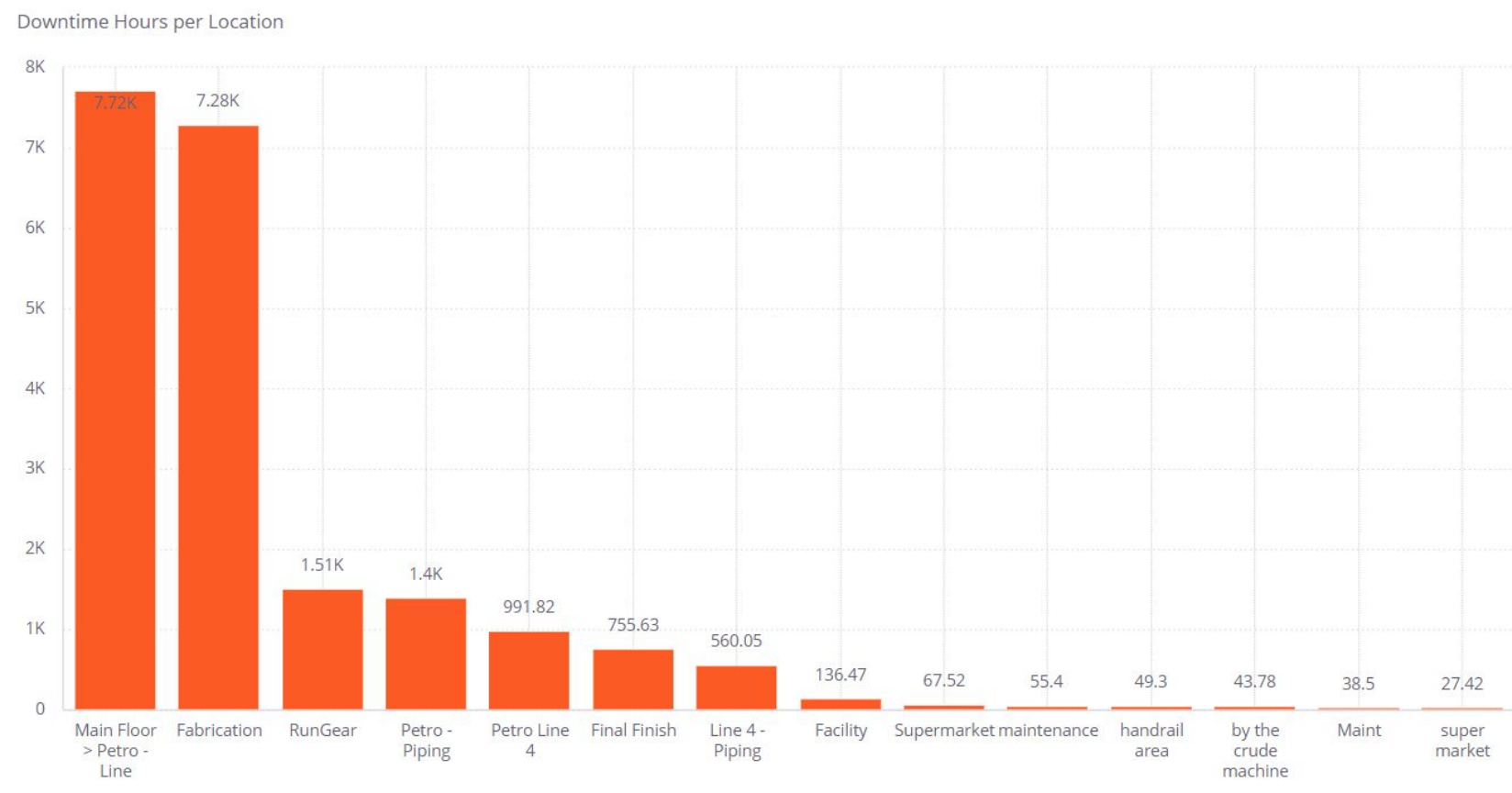
1. Heil Trailer - Downtime Report

Description

- Total downtime hours
- Total downtime events
- Downtime details per request
- Top downtime hours by equipment
- Downtime trend per month
- Top downtime hours by equipment

Target Customers

- Industries: small to large manufacturing/industrial
- Users: manager and director level; maintenance or reliability engineering role



Pinpoint weaknesses in your production lines by recording downtime per location.

Capital Forecasting

Threefold Capital Forecast Dashboard

Description

- Total forecasted equipment replacement cost
- Total next year replacement cost
- Total next 5 years replacement cost
- Total next 10 years replacement cost
- Asset values per building
- Estimated replacement cost per equipment type
- Projected replacement cost by year

Target Customers

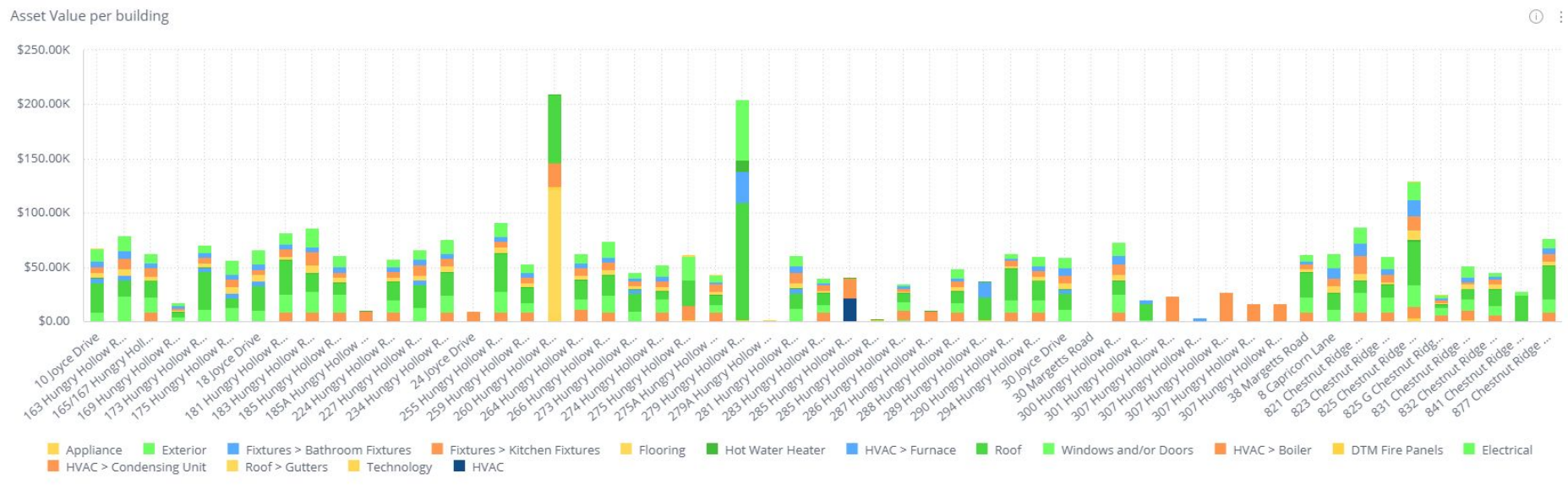
- Industries: small to large education, religious organizations, government
- Users: manager and director level; maintenance or reliability engineering role; administrative or finance role

Total Forecasted Replacement Cost

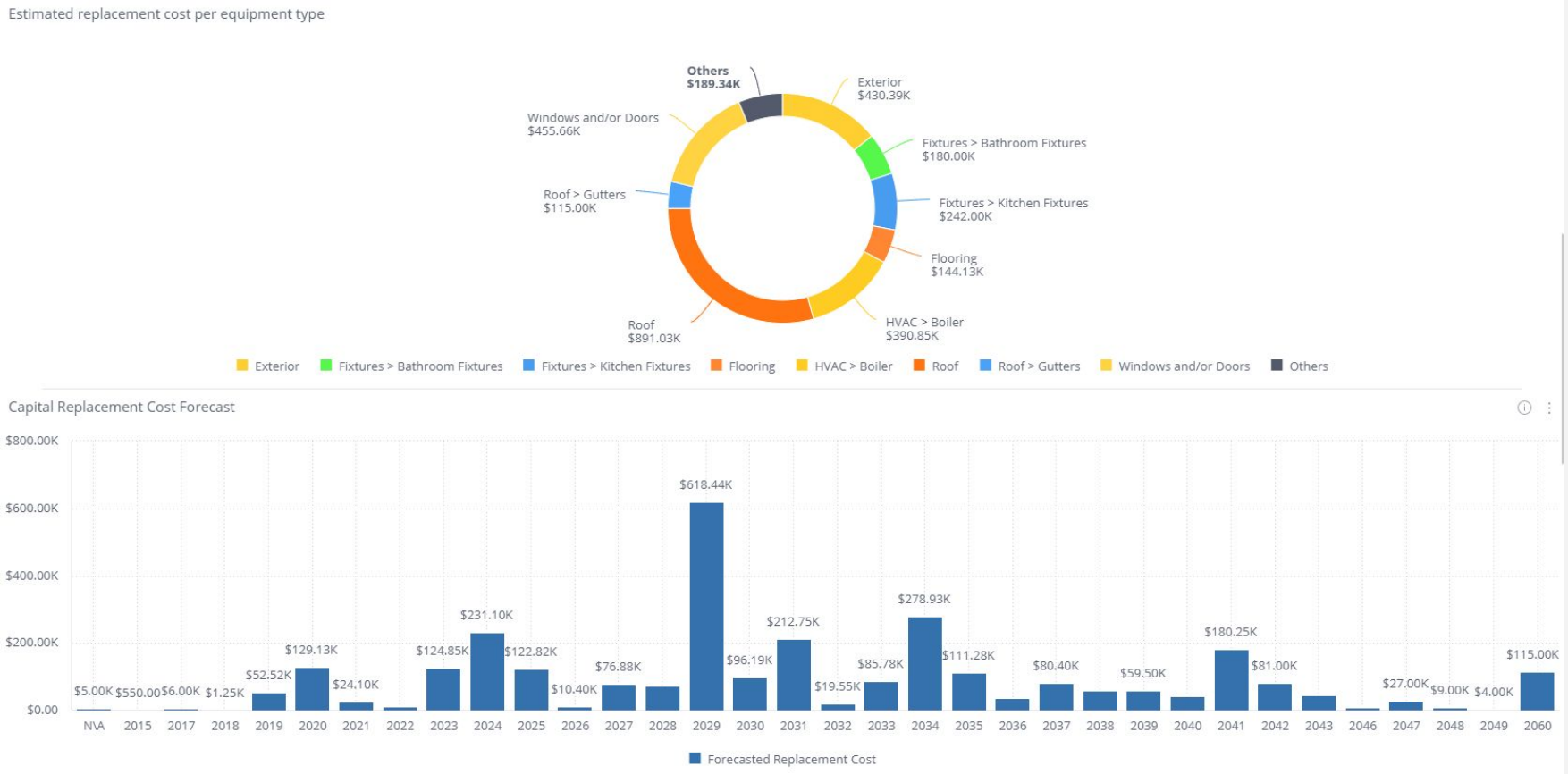
$3,038,395

Replacement Next Year	Replacement Next 5 Years	Replacement Next 10 Years
$153,230	$643,750	$1,516,754

Our capital forecasting dashboards help prepare budgets for anticipated asset repairs and replacements.



FMX offers the ability to track asset value per building to help indicate which facilities will need resources to keep their operations running smoothly.



Interactive graphs help develop a capital improvement plan (CIP) by displaying estimated costs in easily-digestible visuals.

Raw Data

Building Name	Equipment Type	N\A	2015	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
10 Joyce Drive	Appliance														
	Exterior														
	Fixtures > Bathroom Fixtures														
	Fixtures > Kitchen Fixtures	$5,000													
	Flooring														
	Hot Water Heater														
	HVAC > Furnace											$3,900			
	Roof														
	Windows and/or Doors														
10 Joyce Drive Total		$5,000										$3,900			
163 Hungry Hollow Road	Exterior														
	Fixtures > Bathroom Fixtures														
	Fixtures > Kitchen Fixtures														
	Flooring														
	Hot Water Heater														
	HVAC > Furnace														
	Roof									$15,000					
	Windows and/or Doors										$23,500				
163 Hungry Hollow Road Total										$15,000	$23,500				

This information can also be displayed in a raw data format, similar to an Excel spreadsheet, which can be exported for use in ancillary reports.

Capital Forecasting

HSCL - Capital Forecast

Description

- Total forecasted equipment replacement cost
- Percentage of total forecasted replacement cost by equipment type
- Projected replacement cost by year
- Projected replacement cost by building
- Details per asset
    - Target replacement date
    - Current equipment age
    - Remaining life
    - Estimated replacement cost

Target Customers

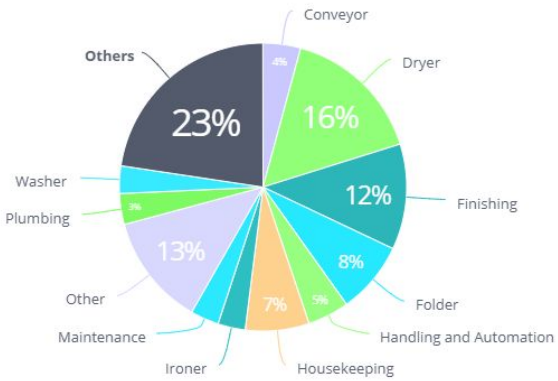
- Industries: small to large education, religious organizations, government
- Users: manager and director level; maintenance or reliability engineering role; administrative or finance role

Total Replacement Cost

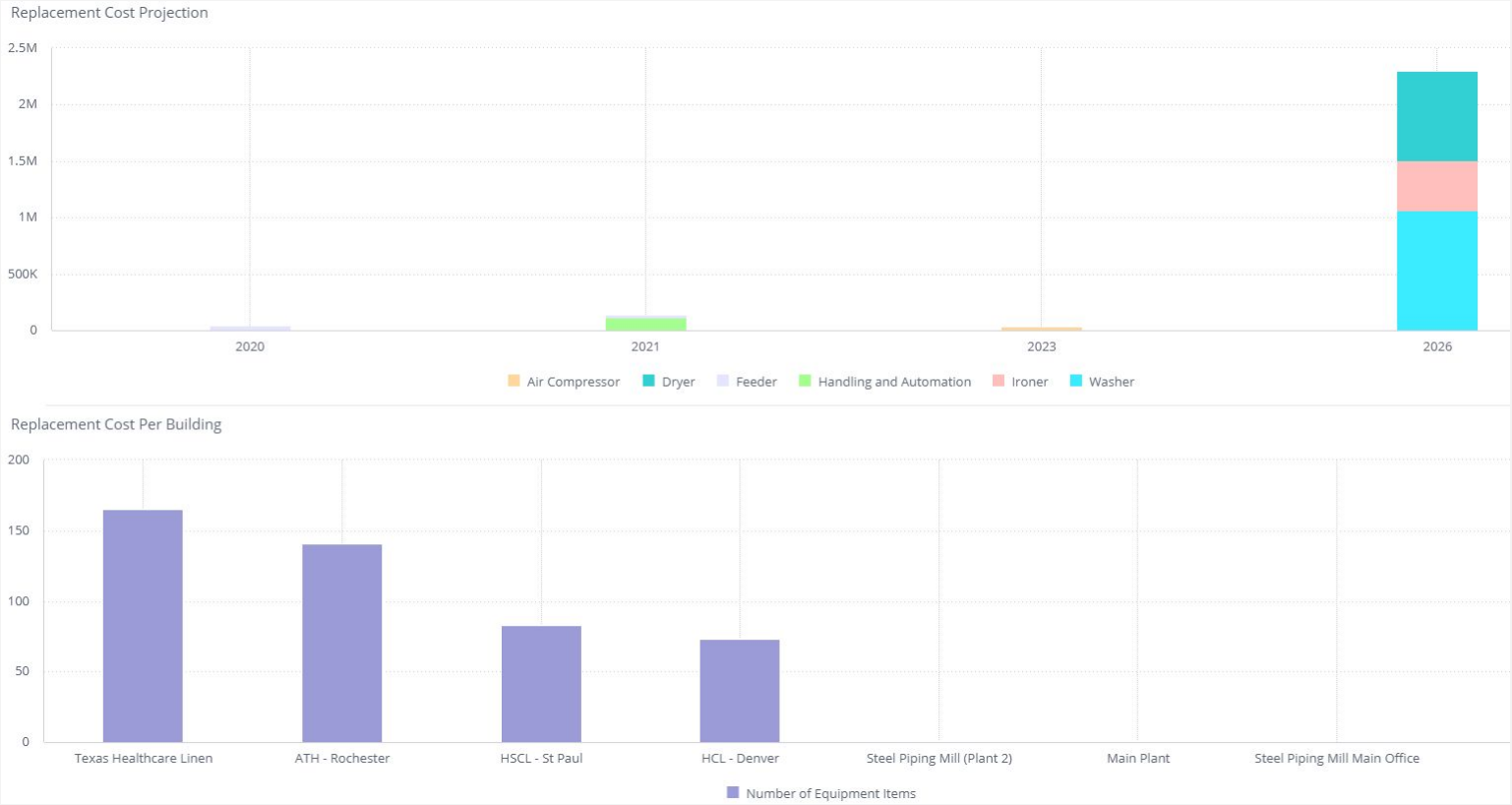
Total Replacement Cost

$2.51M

Equipment Type



Record costs per equipment type to deliver actionable insights for new asset purchases.



Accurately project replacement costs to plan out future budgets.

Equipment Data

Equipment Item Tag	Target Replacement Date	Current Equip Age	Remaining Equip Life	Replacement Cost
CLM 177 (600lb. Capacity Dryer)	07/01/2026	3.5	6.5	$74,355
Press #2	05/23/2026	8.62	6.39	$188,356
Press #1	05/23/2026	8.62	6.39	$188,356
Milnor Line Dryers > Lint collectors on Dryers	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L2 Dryer #4 > Lint Collector L2 Dryer #4	05/23/2026	-6.39	6.39	$8,035
Milnor Line Dryers > L2 Dryer #4	05/23/2026	8.62	6.39	$80,698
Milnor Line Dryers > L2 Dryer #3 > Lint Collector - L2 Dryer #3	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L2 Dryer #2 > Lint Collectors - L2 Dryer #2	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L2 Dryer #2	05/23/2026	8.62	6.39	$80,698
Milnor Line Dryers > L2 Dryer #1 > Lint Collector - L2 Dryer #1	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L2 Dryer #1	05/23/2026	8.62	6.39	$80,698
Milnor Line Dryers > L1 Dryer #4 > Lint Collector - L1 Dryer #4	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L1 Dryer #4	05/23/2026	8.62	6.39	$80,698
Milnor Line Dryers > L1 Dryer #3 > Lint Collector - L1 Dryer #3	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L1 Dryer #3	05/23/2026	8.62	6.39	$80,698
Milnor Line Dryers > L1 Dryer #2 > Lint Collector - L1 Dryer #2	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L1 Dryer #2	05/23/2026	8.62	6.39	$80,698
Milnor Line Dryers > L1 Dryer #1 > Lint Collector - L1 Dryer #1	05/23/2026	8.62	6.39	$8,035
Milnor Line Dryers > L1 Dryer #1	05/23/2026	8.62	6.39	$80,698
Milnor Line Dryers	05/23/2026	8.62	6.39	$80,698
Iron #2	05/23/2026	8.59	6.39	$223,125
Iron #1	05/23/2026	8.62	6.39	$223,125
CBW (Continuous Batch Washer System) - Milnor > CBW #2	05/23/2026	8	6.39	$341,087
CBW (Continuous Batch Washer System) - Milnor > CBW #1	05/23/2026	8.62	6.39	$341,087
Air Compressors > Air Compressor #2	05/23/2023	8.62	3.39	$18,904

Capture important equipment life details to make opportune replacement decisions.

Capital Forecasting

1. Countryside Bible Church - Capital Forecast

Description

- Total forecasted equipment replacement cost
- Replacement cost for each of the next 5 years
- Total next 10 years replacement cost
- Projected replacement cost per year with inflation by equipment type
- Details per asset
    - Purchase date
    - Estimated replacement date
    - Life span
    - Installed cost
    - Expected base replacement cost
    - Expected replacement cost with inflation

Target Customers

- Industries: small to large education, religious organizations, government
- Users: manager and director level; maintenance or reliability engineering role; administrative or finance role

Total Estimated Replacement Cost

Replacement Cost

$6.73M

Replacement Cost - 2021

Replacement Cost

$6.73M

Replacement Cost - 2022

Replacement Cost

$6.73M

Replacement Cost - 2023

Replacement Cost

$6.73M

Replacement Cost - 2024

Replacement Cost

$6.73M

Replacement Cost - 2025

Replacement Cost

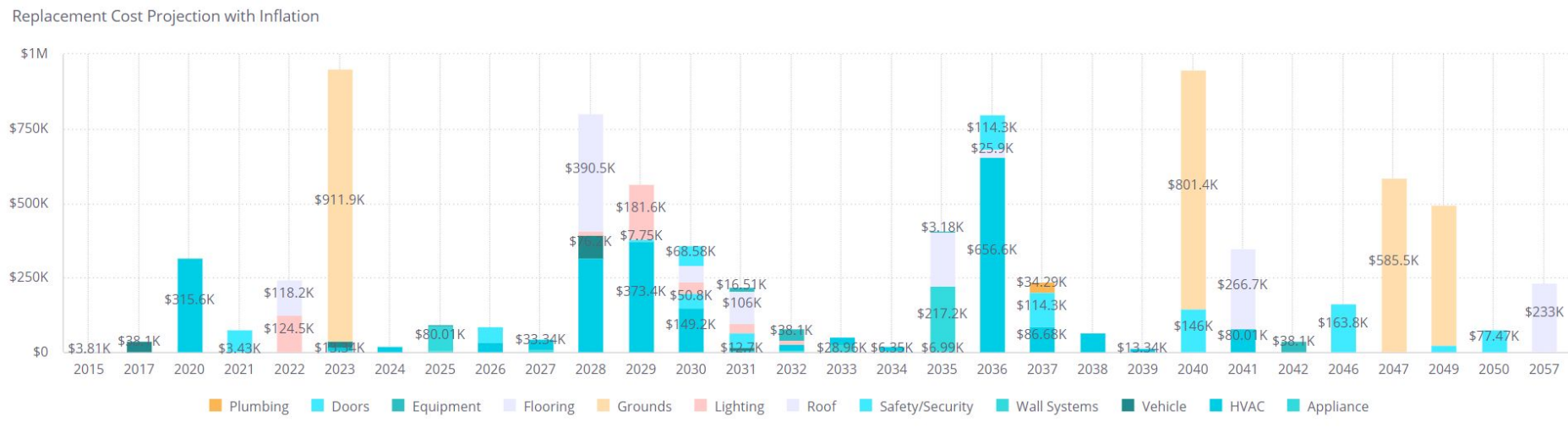
$6.73M

Replacement Cost - 2031

Replacement Cost

$6.73M

Effectively allocate resources to accommodate future replacement costs.



Estimating replacement costs with inflation can be advantageous when planning financial roadmaps.

Equipment Data

Equipment Item Tag	Equipment Type	Purchased Date	EST. REPLACEMENT YEAR	LIFE SPAN	Installed Cost	Expected Base Replacement Cost	Expected Replacement Cost with Inflation
CU-04	HVAC	2006	2026	20		$17,500.00	$22,225.00
CU-05	HVAC	2017	2037	20		$7,000.00	$8,890.00
CU-06	HVAC	2017	2037	20		$7,000.00	$8,890.00
CU-07	HVAC	2012	2032	20		$7,000.00	$8,890.00
CU-08	HVAC	2017	2037	20		$26,250.00	$33,337.50
CU-09	HVAC	2008	2028	20		$52,501.00	$66,676.27
CU-10	HVAC	2010	2030	20		$52,500.00	$66,675.00
CU-11	HVAC	2007	2027	20		$26,250.00	$33,337.50
CU-12	HVAC	2018	2038	20		$26,250.00	$33,337.50
CU-13	HVAC	2018	2038	20		$26,250.00	$33,337.50
CU-14	HVAC	2006	2026	20		$8,750.00	$11,112.50
CU-15	HVAC	2016	2031	15		$4,700.00	$5,969.00
CU-16	HVAC	2016	2036	20		$10,500.00	$13,335.00
CU-17	HVAC	2008	2028	20		$17,500.00	$22,225.00
CU-18	HVAC	2019	2039	20		$10,500.00	$13,335.00
CU-19	HVAC	2017	2037	20		$10,500.00	$13,335.00
CU-20	HVAC	2000	2020	20		$26,250.00	$33,337.50
CU-21	HVAC	2000	2020	20		$26,250.00	$33,337.50
CU-22	HVAC	2000	2020	20		$26,250.00	$33,337.50
CU-23	HVAC	2000	2020	20		$26,250.00	$33,337.50
CU-24	HVAC	2000	2020	20		$26,250.00	$33,337.50
CU-25	HVAC	2000	2020	20		$3,500.00	$4,445.00
CU-26	HVAC	2000	2020	20		$26,250.00	$33,337.50
CU-27	HVAC	2000	2020	20		$17,500.00	$22,225.00
CU-28	HVAC	2017	2037	20		$10,500.00	$13,335.00

Inventory Management

Inventory Budgeting

Inventory Budget (Darin's demo site: Building Operation Strategies, LLC)

Description

- Total yearly budget
- Year to date inventory cost
- Total remaining balance for the year
- Year to date inventory cost per supplier
- Total remaining balance per supplier
- Inventory cost per month trend
- Top inventory by cost
- Details per inventory item
    - Supplier
    - Unit price
    - Current quantity
    - Minimum quantity
    - Usage
    - Usage cost

Target Customers

- Industries: small to large manufacturing/industrial, small to large education, religious organizations, government, property management
- Users: manager and director level; maintenance or reliability engineering role; administrative, purchasing, or finance role

Total Remaining Balance

$141,759.36

Total Budget $150,000.00

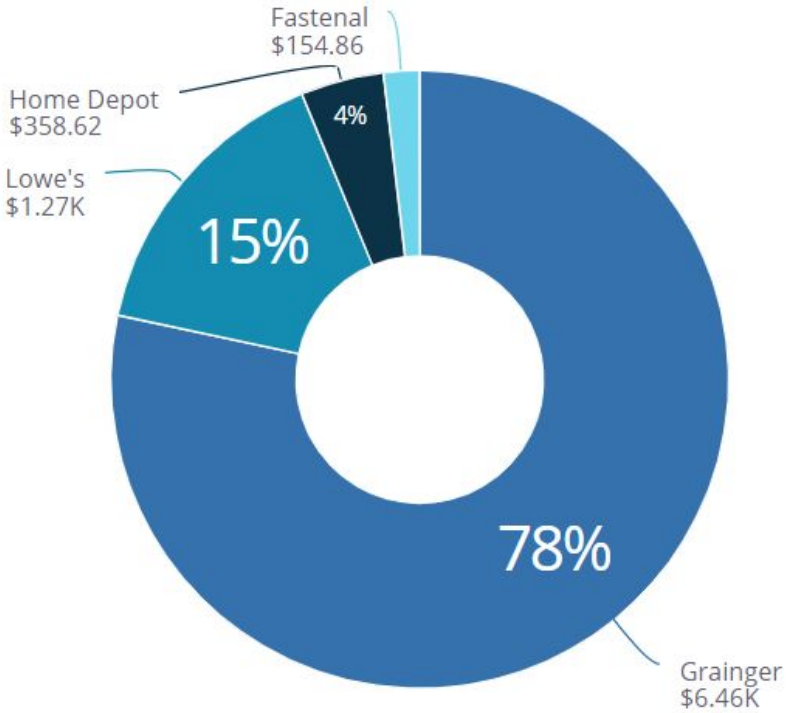
YTD Total Inventory Cost

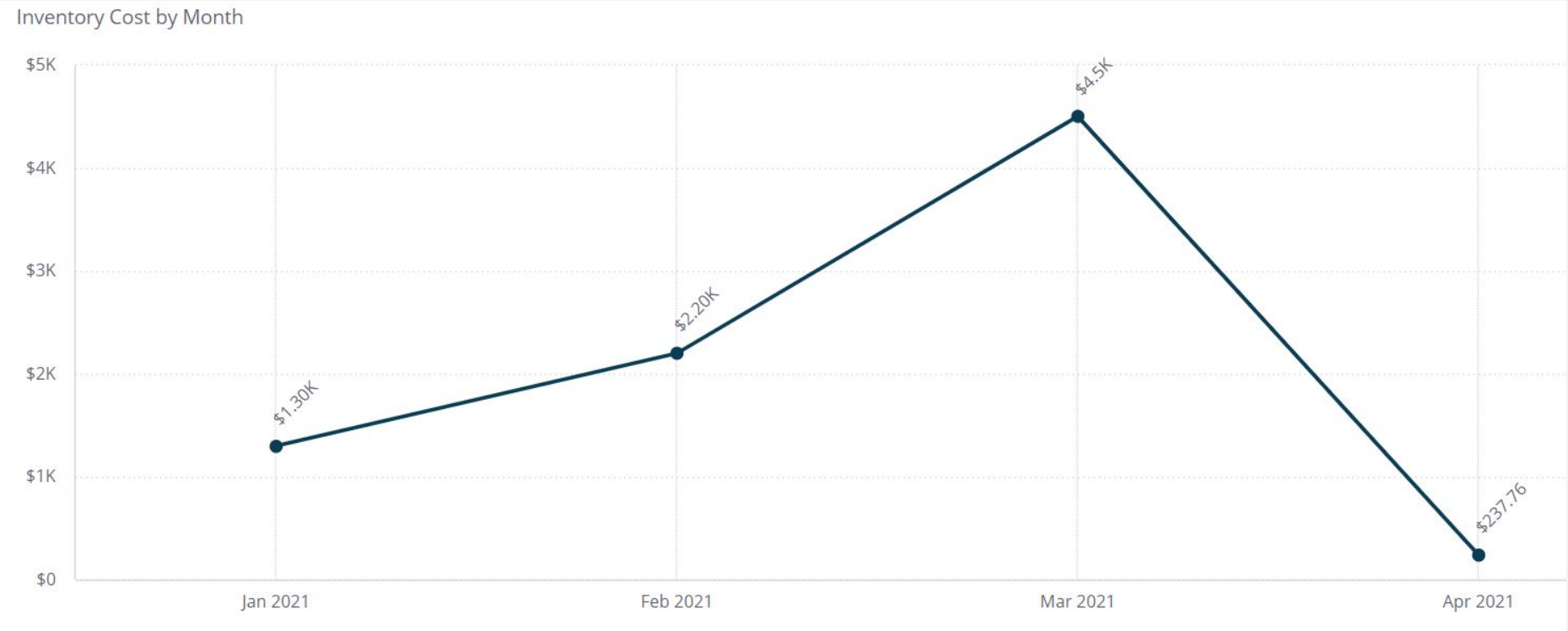
$8,240.64

Fastenal	Remaining Balance: **$24,845.14** | Budget: $25,000.00	YTD Inventory Cost: **$154.86**
Grainger	Remaining Balance: **$18,543.19** | Budget: $25,000.00	YTD Inventory Cost: **$6,456.81**
Home Depot	Remaining Balance: **$49,641.38** | Budget: $50,000.00	YTD Inventory Cost: **$358.62**
Lowe's	Remaining Balance: **$48,729.65** | Budget: $50,000.00	YTD Inventory Cost: **$1,270.35**

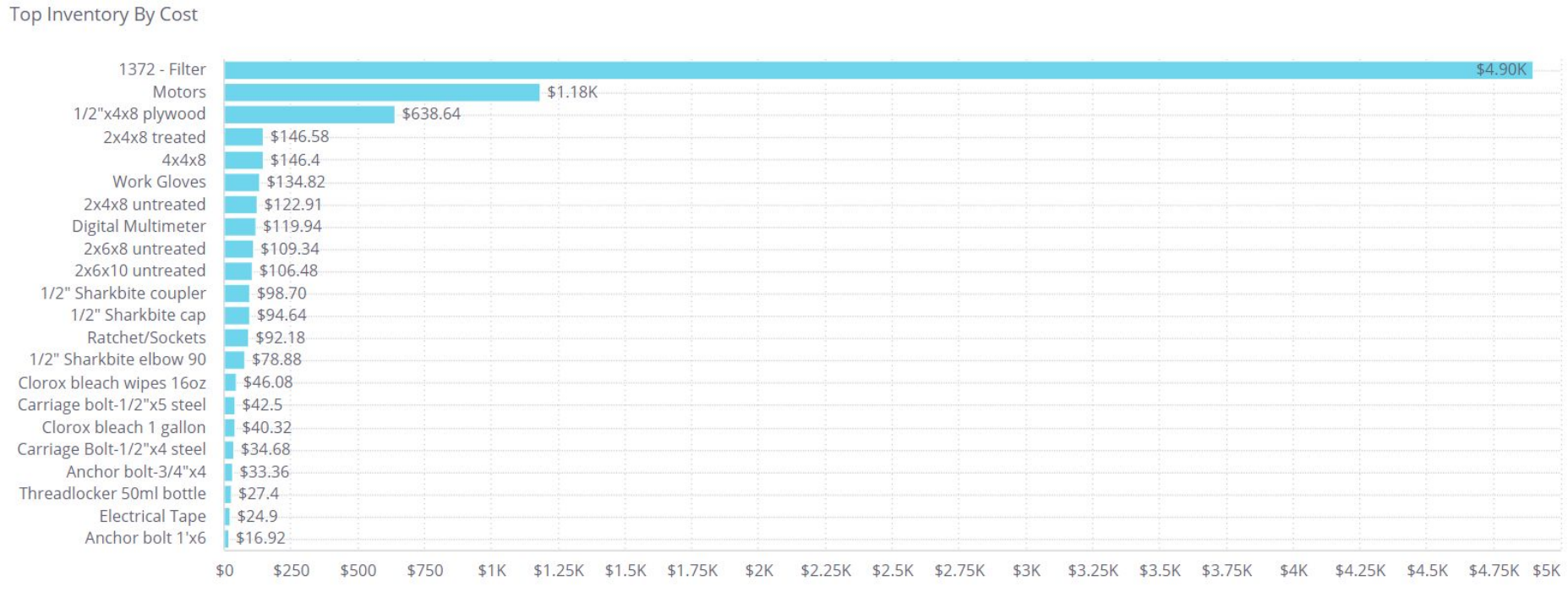
Organize yearly inventory budgets by keeping tabs on YTD costs and remaining balances per supplier.

Inventory Cost by Supplier





Trends charts provide meaningful data points to better understand supply demands over time.



Recognize your most costly consumables to aid in purchasing decisions.

Inventory Details

Inventory Item	Supplier	Building	Unit Price	Current Quantity	Minimum Quantity	Usage	Usage Cost
1/2" Sharkbite cap	Home Depot	High School	$21.84	0	90	13	$94.64
1/2" Sharkbite coupler	Home Depot	High School	$49.35	81	90	6	$98.70
1/2" Sharkbite elbow 90	Home Depot	High School	$29.58	60	90	8	$78.88
1/2"x4x8 plywood	Lowe's	High School	$106.44	0	90	18	$638.64
1372 - Filter	Grainger	Administrative Offices	$100.00	610	6	5	$250.00
		Beverly-Center ES	$200.00	1,220	12	6	$300.00
		Elementary School	$250.00	1,525	15	10	$500.00
		Fellowship Hall	$50.00	305	3	1	$50.00
		Fleet Garage	$650.00	3,965	39	29	$1,450.00
		High School	$2,850.00	17,385	171	163	$8,150.00
		LYRIC	$50.00	305	3	1	$50.00
		Maintenance Shop	$1,050.00	6,405	63	44	$2,200.00
		Middle School	$650.00	3,965	39	12	$616.67
		School	$50.00	305	3	1	$66.67
		West Elementary School	$100.00	610	6	4	$216.67
2x4x8 treated	Lowe's	High School	$31.41	36	90	14	$146.58
2x4x8 untreated	Lowe's	High School	$21.69	39	90	17	$122.91
2x6x10 untreated	Lowe's	High School	$39.93	39	90	8	$106.48
2x6x8 untreated	Lowe's	High School	$29.82	33	90	11	$109.34
4x4x8	Lowe's	High School	$43.92	126	90	10	$146.40

Promote awareness when supplies are low by tracking key inventory details.

Requested Inventory

GPISD - Requested Inventory Report (Power BI)

Description

- Details per inventory request
  - Request ID
  - Request name
  - Type of request
  - Created date
  - Inventory unit cost
  - Total approved inventory cost
  - Inventory ID
  - Inventory name
  - Building
  - Requested quantity
  - Fulfilled quantity

Target Customers

- Industries: small to large manufacturing/industrial, small to large education, religious organizations, government, property management
- Users: manager and director level; maintenance or reliability engineering role; administrative, purchasing, or finance role

Select Date Range

4/12/2021 4/22/2021

Due Date

3/24/2021 7/22/2021

Request ID	Request Name	Request Type	Created Date	Unit Cost	Total Approved Inventory Cost	Inventory ID	Inventory Name
6787049	WEDNESDAY 4/21/21	Supplies - Food Service	4/15/2021 1:44:14 PM	$26.60	$524.38	616477	PEARS FR ANY 100-150 CT 35 LB CS
6787049	WEDNESDAY 4/21/21	Supplies - Food Service	4/15/2021 1:44:14 PM	$29.10	$524.38	616465	BLUEBERRY HIGHBUSH FRZ CTN 30 LB
6787049	WEDNESDAY 4/21/21	Supplies - Food Service	4/15/2021 1:44:14 PM	$109.04	$524.38	616462	BEEF FINE GROUND FRZ- 40 LB
6787065	MONDAY 4-19-21	Supplies - Food Service	4/15/2021 2:00:10 PM	$29.10	$116.40	616465	BLUEBERRY HIGHBUSH FRZ CTN 30 LB
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$14.25	$704.19	616431	BAG, GARBAGE, 10 GAL
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$15.16	$704.19	616430	BAG, GARBAGE, 45 GAL
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$21.26	$704.19	616476	ORANGE 113 CT
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$21.44	$704.19	616484	CARROT, SNACK PACK 100/3OZ PKG
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$23.00	$704.19	616475	APPLE GALA 125 CT
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$26.60	$704.19	616477	PEARS FR ANY 100-150 CT 35 LB CS
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$42.90	$704.19	616474	BROCCOLI FLORETS FROZEN CTN 30 LB
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$44.10	$704.19	616487	BROCCOLI FLORETS CHL 100/2 OZ PG
6787115	FRIDAY 04/23/2021	Supplies - Food Service	4/15/2021 2:32:25 PM	$116.30	$704.19	625266	Turkey Ham Smkd Slc Frz Pkg-8/5 LB
6787157	Vanessa Garcia	Supplies - Special Education	4/15/2021 2:58:50 PM	$4.87	$802.67	613210	100107SP DETERGENT, LIQUID, JOY
6787157	Vanessa Garcia	Supplies - Special Education	4/15/2021 2:58:50 PM	$10.50	$802.67	613203	100008SP GLOVES, VINYL, LARGE
6787157	Vanessa Garcia	Supplies - Special Education	4/15/2021 2:58:50 PM	$10.50	$802.67	613204	100009SP GLOVES, VINYL, MEDIUM
6787157	Vanessa Garcia	Supplies - Special Education	4/15/2021 2:58:50 PM	$18.41	$802.67	613216	100116SP BAG, REFILL, DIAPER GENIE
6787157	Vanessa Garcia	Supplies - Special Education	4/15/2021 2:58:50 PM	$20.70	$802.67	613213	100113SP WIPES, BABY, HUGGIES
6787157	Vanessa Garcia	Supplies - Special	4/15/2021 2:58:50 PM	$29.08	$802.67	619294	100121SP WIPES, DRY, ALL PURPOSE (USE

Buildings

- Select all
- (Blank)
- ADAMS
- AUSTIN
- BONHAM
- BOOK DEPOSITORY
- BOWIE
- BOZE
- BUSH
- CROCKETT
- CROSSWINDS
- DANIELS
- DEZAVALA
- DICKINSON
- DUBISKI
- ED CENTER
- EISENHOWER
- FANNIN

Request Type

- (Blank)
- Asbestos
- Athletic Field
- CTE Delivery
- CTE Pickup
- Custodial
- Dumpster
- Electrical
- Elevator
- Energy Management
- Fire Alarm System
- Fire Sprinkler
- Furniture Request
- Grounds
- HVAC
- Indoor Air Quality
- Irrigation
- Janitorial Equipment Re

Oversee inventory consumption by zoning-in on the most highly requested items.

Requested Inventory

Club Car Wash - Requested Inventory Dashboard (Power BI)

Description

- Details per inventory request
  - Building
  - Inventory Request Resolutions
  - Inventory Cost per request
  - Subtotals by Building

Target Customers

- Industries: small to large manufacturing/industrial, small to large education, religious organizations, government, property management
- Users: manager and director level; maintenance or reliability engineering role; administrative, purchasing, or finance role

Select Date Range

9/11/2020 5/13/2021

Resolution Date

3/1/2021 3/31/2021

Request Type

- Cap X Parts
- Chemical
- Parts

Building	Inventory Cost
23rd st	**$2,434.50**
3/23/2021 12:47:49 PM	$201.53
3/23/2021 1:05:03 PM	$2,232.97
47th & Broadway-Wichita	**$450.77**
3/31/2021 7:58:22 PM	$450.77
Arnold	**$2,990.37**
3/3/2021 4:36:08 PM	$520.92
3/10/2021 4:49:19 PM	$336.16
3/25/2021 7:42:25 PM	$2,133.29
Bauer Farm	**$1,840.24**
3/4/2021 5:33:33 PM	$108.84
3/11/2021 3:16:05 PM	$55.28
3/24/2021 7:34:31 PM	$383.14
3/29/2021 2:04:47 PM	$1,292.98
Bloomington	**$1,276.14**
3/24/2021 7:40:01 PM	$1,171.06
3/25/2021 8:56:54 PM	$105.08
Broadway	**$613.76**
3/9/2021 7:24:41 PM	$121.06
3/24/2021 2:45:43 PM	$492.70
Bryan Rd	**$2,414.63**
3/3/2021 9:10:35 PM	$732.94
3/3/2021 9:45:39 PM	$180.48
3/9/2021 10:09:15 PM	$323.15
3/25/2021 8:40:46 PM	$1,178.06
California	**$6,210.61**
3/3/2021 9:30:13 PM	$130.00
Total	**$121,151.60**

Oversee inventory consumption by zoning-in on the most highly requested items.

Planned Maintenance

Planned Maintenance Completion (PMC)

1. ImageFIRST - PM Completion Summary

Description

- Total planned maintenance tasks per plant/location and by technician
- Open vs completed PMs per plant/location
- PM completion percentage per plant with color scale to show varying levels of success
    - >99% = Dark Green (great)
    - 95-99% = Light Green (good)
    - 91-94% = Yellow (moderate)
    - <90% = Red (bad)
- Estimated PM hours vs actual PM hours logged

Target Customers

- Industries: small to large manufacturing/industrial,
- Users: manager and director level; maintenance or reliability engineering role

Building Preventative Maintenance Summary

Building	Total PMs	Completed PMs	Open PMs	Completion Percentage	Estimated PM Hours	PM Hours Completed
Atlanta	2,454	2,238	216	91.20%	3,038.15	458.32
BJC	3,588	3,362	226	93.70%	2,045.15	1,957.75
Cedar Rapids	358	324	7	90.50%	128.67	28.27
Chicago North	4,230	3,992	238	94.37%	8,182.65	2,034.86
Chicago South	1,676	1,422	253	84.84%	1,172.47	507
Dallas	8,189	7,936	252	96.91%	3,106.98	0.15
Denver Healthcare	510	425	65	83.33%	167.45	206.88
Detroit	7,288	6,807	481	93.40%	4,685.92	1,947.12
Farmington	2,766	2,630	135	95.08%	20,406.63	1,950.73
Fort Myers	3,144	3,001	111	95.45%	3,922.9	1,577.94
Gilroy, CA	457	413	12	90.37%	138.67	243.55
Hamilton Linen	1,396	1,259	137	90.19%	727.67	949.92
Kansas City Acute	1,512	1,399	112	92.53%	1,278.83	1,454.68
Kansas City Specialty	1,041	972	69	93.37%	2,897.92	1,023.66
LA North	2	1	1	50.00%	0.83	
LA South	2,174	1,992	182	91.63%	939.96	2,246.08
Lakeland	1	1		100.00%	1.5	1.18
Lancaster	4,981	4,601	375	92.37%	1,502.61	1,396.19
Maverick	88	4	83	4.55%	313.05	0.33
Metro	6,267	5,940	327	94.78%	2,353.7	1,387.04
Miami	4,641	4,526	115	97.52%	2,807.33	539.41
North Carolina	6,579	6,271	308	95.32%	1,119.18	166.78
San Antonio	1,339	1,269	70	94.77%	540.17	759.09

Measuring planned maintenance compliance (PMC) will help streamline maintenance operations by recording the percentage of completed PM tasks over a specified date range.

Building Preventative Maintenance Summary

Building	Assigned User	Total PMs	Completed PMs	Open PMs	Completion Percentage	Estimated PM Hours	PM Hours Completed
BJC	Blenda Killebrew	314	291	23	92.68%	96.33	128.2
	Calmise Hall	329	322	7	97.87%	116.25	84.45
	Chad McLeod	38	35	3	92.11%	12.2	0.12
	Clifton Whitted	488	470	18	96.31%	480.08	529.94
	David Montgomery	156	142	14	91.03%	87.83	68.62
	Larry Garrison	451	434	17	96.23%	226.58	276.12
	Malcolm Thomas	188	183	5	97.34%	121.5	113.13
	Marc Stucker	402	360	42	89.55%	176.83	182.12
	Ralph Pruett	393	351	42	89.31%	255	209.36
	Robert Lake	69	60	9	86.96%	83.25	49.97
	Steven McDaniel	531	497	34	93.60%	280.62	182.26
	Tyler Bicknese	250	238	12	95.20%	108.67	133.47

Breaking the PMC metrics down by technician will improve accountability.

Regional PMC

7. ImageFIRST - Company Performance

Description

- Total planned maintenance tasks companywide
- Total open vs completed PMs companywide
- Separate sections per regional manager
- Total planned maintenance tasks per region
- Total open vs completed PMs per region and per plant/location
- PM completion percentage per region and plant/location within the region with color scale to show varying levels of success
    - >99% = Dark Green (great)
    - 95-99% = Light Green (good)
    - 91-94% = Yellow (moderate)
    - <90% = Red (bad)

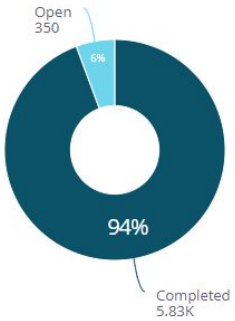
Target Customers

- Industries: mid-sized to large manufacturing/industrial,
- Users: manager and director level; maintenance or reliability engineering role

RMM 1

PM Completion

Module	Total PMs	Completed PMs	Open PMs	Completion Percentage
Planned Maintenance	6,201	5,831	350	94.03%



PM Completion by Building

Building	Total PMs	Completed PMs	Open PMs	Completion Percentage
Dallas	2,653	2,537	116	95.63%
Denver Healthcare	474	425	48	89.66%
Gilroy, CA	365	334	12	91.51%
Hamilton Linen	780	723	57	92.69%
LA North	1		1	0.00%
LA South	1,406	1,321	85	93.95%
San Antonio	522	491	31	94.06%
Grand Total	6,201	5,831	350	94.03%

Supervise planned maintenance compliance (PMC) scores by region to ensure your teams are hitting their goals.

Planned Maintenance Projections

6. ImageFIRST - Upcoming PM Report

Description

- Projection of planned maintenance tasks scheduled per week within a given quarter
- Broken down by plant/location

Target Customers

- Industries: small to large manufacturing/industrial,
- Users: manager and director level; maintenance or reliability engineering role

PMs Scheduled by Week

Building	December 2020	January 2021					February 2021				March 2021			
	12/27	01/03	01/10	01/17	01/24	01/31	02/07	02/14	02/21	02/28	03/07	03/14	03/21	03/28
Atlanta	2	77	75	47	66	66	60	34	1	1	55	107	122	77
BJC	20	85	95	88	92	99	93	89	92	102	101	108	106	46
Cedar Rapids				6	12	22	21	23	22	30	26	31	26	18
Chicago North		122	115	116	115	118	109	123	122	120	107	114	114	61
Chicago South	6	88	68	75	75	100	81	72	80	93	89	87	75	45
Dallas	41	191	119	197	199	158	182	106	156	171	187	157	164	114
Denver Healthcare							4	26	40	43	47	50	53	24
Detroit	17	180	214	209	219	229	223	232	203	220	220	175	202	126
Farmington	29	123	111	108	114	118	112	113	113	120	111	113	109	64
Fort Myers	8	42	51	66	55	62	64	60	47	51	85	51	60	30
Gilroy, CA	4	31	22	22	18	29	20	23	18	34	20	24	18	13
Hamilton Linen	2	34	36	43	31	38	37	55	51	47	46	64	50	33
Kansas City Acute	5	45	52	34	46	56	47	50	42	57	37	66	43	34
Kansas City Specialty	4	17	18	25	23	18	18	20	23	25	17	19	24	15
LA North			1											
LA South	3	100	54	45	48	42	135	102	84	90	130	84	77	69
Lakeland										1				
Lancaster	3	74	97	79	94	231	232	223	202	135	182	143	134	114
Metro	39	184	230	193	226	205	235	282	236	246	214	236	210	93
Miami	19	130	132	122	120	130	157	123	120	130	131	123	120	82
North Carolina	5	120	117	107	110	121	110	95	113	121	97	95	99	42
San Antonio		35	33	27	28	41	31	22	33	34	35	31	26	23
South Trudeau	41	87	117	145	148	102	118	78	132	160	141	113	106	77
Tampa	55	209	215	211	204	192	187	174	184	204	181	195	183	83
Trumbull		61	63	64	65	64	68	69	71	79	74	78	71	41
Grand Total	303	2,035	2,035	2,029	2,108	2,241	2,344	2,194	2,185	2,314	2,333	2,264	2,192	1,324

Strategically balance PM assignments with planned maintenance projections each quarter.

Grace Period PM Due Dates

Bodycote - Planned Maintenance Report (Power BI)

Description

- Allows for grace periods that act as a buffer around planned maintenance occurrence due dates
    - The grace period is 10% of the days in the PM task frequency; i.e. a frequency of “every 365 days” would be 36.5 days (37 rounded up)
    - The technician would then have 37 days after the FMX due date to complete the PM and still have it be on-time
- Sets custom statuses of “On-time” and “Overdue” based on the grace period due date
- PM tasked scheduled per building

Target Customers

- Industries: small to large manufacturing/industrial,
- Users: manager and director level; maintenance or reliability engineering role

Grace Period Date Range

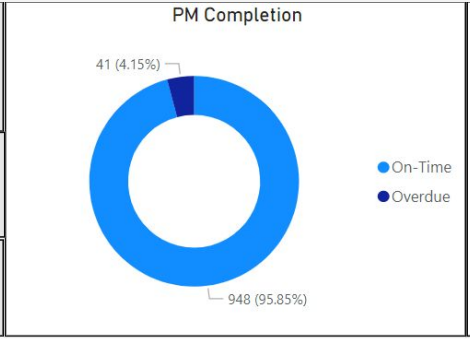
1/1/2020 4/7/2022

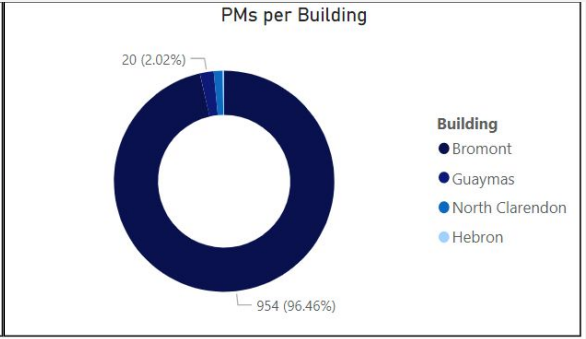
Building

All

Status

All





ID	PM Task	Building	Frequency	Grace Period (Days)	Grace Period Due Date	Status	Completed Date	Resc
392411	PRO-B-ROB-003-365	Bromont	Every 12 months on day 28	37	Wednesday, January 1, 2020	On-Time	Tuesday, November 26, 2019	Ismi
379883	PRO-V1-BTH-006-180	North Clarendon	Every 180 days	18	Friday, January 3, 2020	Overdue		
392251	PRO-B-AER-001-365	Bromont	Every 12 months on day 4	37	Friday, January 3, 2020	On-Time	Thursday, November 28, 2019	Ismi
392252	PRO-B-AER-002-365	Bromont	Every 12 months on day 4	37	Friday, January 3, 2020	On-Time	Thursday, November 28, 2019	Ismi
392254	PRO-B-AER-004-365	Bromont	Annually on December 4	37	Friday, January 3, 2020	On-Time	Thursday, November 28, 2019	Ismi
392255	PRO-B-AER-005-365	Bromont	Annually on December 4	37	Friday, January 3, 2020	On-Time	Thursday, November 28, 2019	Ismi
392253	PRO-B-AER-003-365	Bromont	Annually on December 4	37	Saturday, January 4, 2020	On-Time	Thursday, November 28, 2019	Ismi
392436	PRO-B-WIB-002-365	Bromont	Every 365 days	37	Saturday, January 4, 2020	On-Time	Friday, November 29, 2019	Ismi
392437	PRO-B-WIB-003-365	Bromont	Every 365 days	37	Saturday, January 4, 2020	On-Time	Friday, November 29, 2019	Ismi

Implement and track PM grace periods to ensure your team is hitting targeted completion date goals.

Maintenance

K-12 Maintenance KPIs

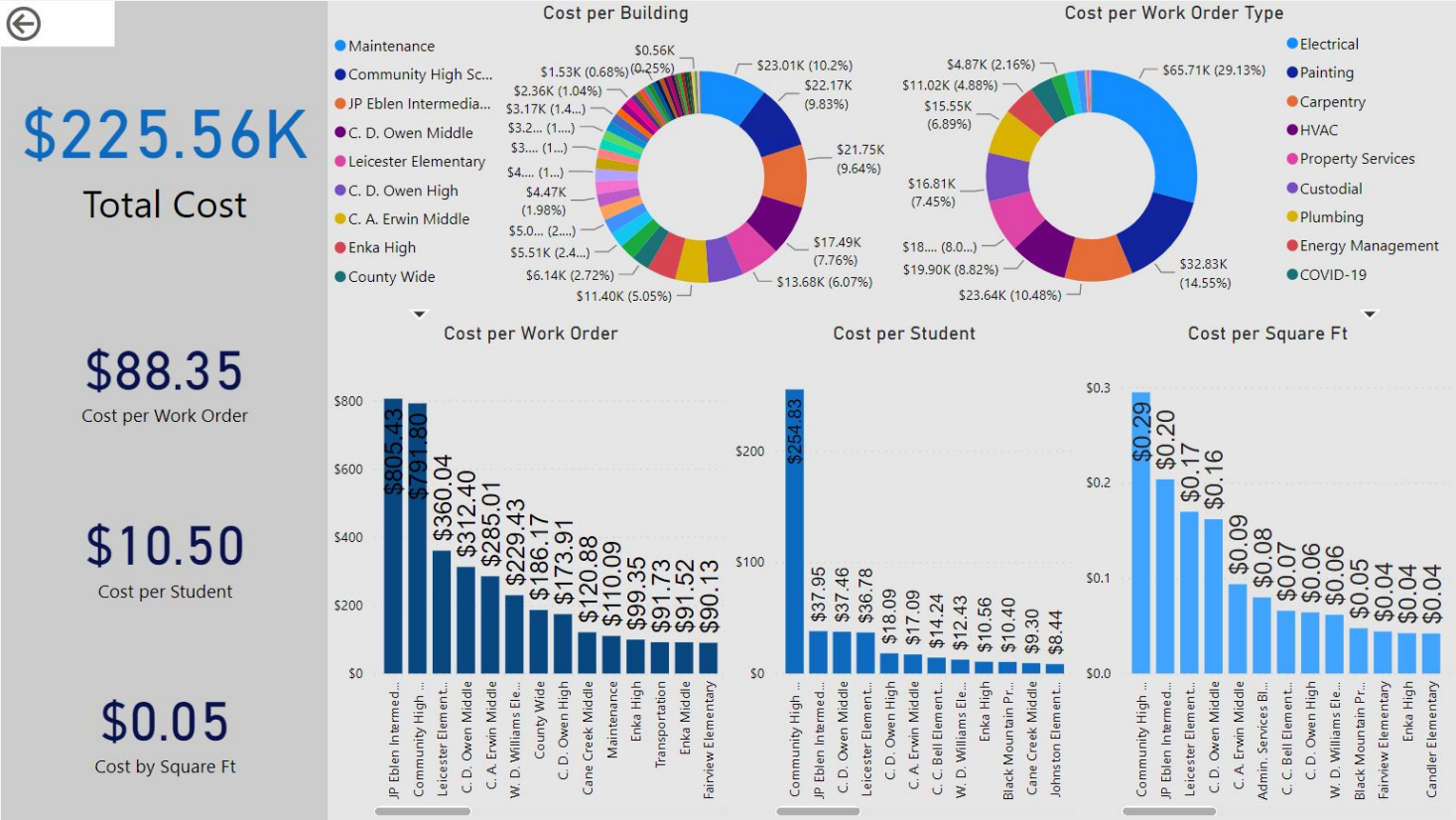
Buncombe County Schools - Maintenance KPI Report OR Maintenance KPI Report (Darin's demo site: Building Operation Strategies, LLC)

Description

- Core maintenance KPIs tracked by the Council of the Great City Schools
- Total maintenance cost
- Total cost per work order
- Total cost per student enrollment
- Total cost per square footage
- Total cost per work order by building
- Total cost per student enrollment by building
- Total cost per square footage by building
- Total cost per building
- Total cost per work order type
- Details per work order

Target Customers

- Industries: small to large education
- Users: manager and director level; maintenance role



Drill down on key maintenance KPIs to make data-driven financial decisions.

Due Date Range

8/5/2019 4/22/2021

Completed Date Range

3/2/2021 4/15/2021

Building

All

Type

All

ID	Work Order	Type	Building	Status	Completed Date	Cost	Labor Hours	Labor Cost	Inventory Cost
6773022	Zero Turn Mowing training	Custodial	C. A. Erwin High	Finalized	3/30/2021 8:15:41 PM		1.00		
6804044	Womens Visitor Restroom Football Stadium	Plumbing	Enka High	Pending finalization	4/15/2021 8:33:31 PM	$0.00	1.00	$27.02	
6784866	Wipes	COVID-19	Nesbitt Discovery Academy	Finalized	3/30/2021 1:48:19 PM		0.25		$149.76
6777789	Wing #2Boys Sink Needs Faucet Repaired Thank You	Plumbing	W. D. Williams Elementary	Finalized	3/31/2021 7:52:48 PM		6.00	$162.12	$17.6
6774779	window power	Electrical	Enka High	Finalized	4/15/2021 4:29:33 PM		16.00	$125.55	
6775227	white sink in room 110	Plumbing	Woodfin Elementary	Finalized	4/1/2021 8:58:41 PM		2.00	$54.04	
6803841	We need to be able to control the sprinklers to the baseball field.	Plumbing	T. C. Roberson High	Pending resolution			10.00	$270.2	
6774484	We need a "No Trespassing" sign put back up outside at the front of the school over the middle bench.	Property Services	A. C. Reynolds High	Finalized	3/25/2021 6:27:53 PM	$0.00	2.00	$45.72	
6763002	We need 4 more door kick stands	Carpentry	Candler Elementary	Finalized	3/18/2021 3:26:43 PM	$0.00	1.00	$24.28	
6802474	We need 20 gallons of gas	Custodial	Enka Middle	Finalized	4/15/2021 3:02:09 PM		2.00		
6763314	We have a gurney and some chairs that need to be picked up and discarded. Thanks	Property Services	A. C. Reynolds High	Pending resolution					$49.36
6763219	we have a GAGA pit that was put in this past weekend and and Stowe was wanting to get some of the really fine gravel put down to stop the mud	Property Services	JP Eblen Intermediate School	Finalized	4/8/2021 7:38:23 PM	$0.00	14.00	$276.48	
6763549	We have 4 desks in art room that need to have height added to. We need them raised 3" to match desks 33" in height. The wood desks need to accommodate the stools that the students use.	Carpentry	Enka High	Finalized	3/31/2021 10:13:47 PM	$0.00	13.00	$315.64	
Total						**$56,912.30**	**6,396.03**	**$102,224.22**	**$66,419.03**

Maintenance by Region

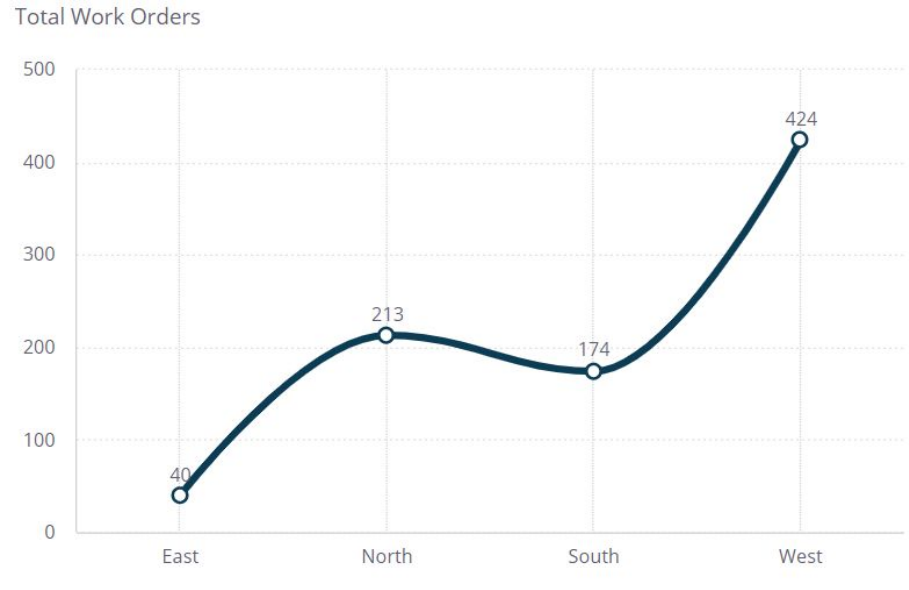
K-12 Demo Site - Regional Work Summary

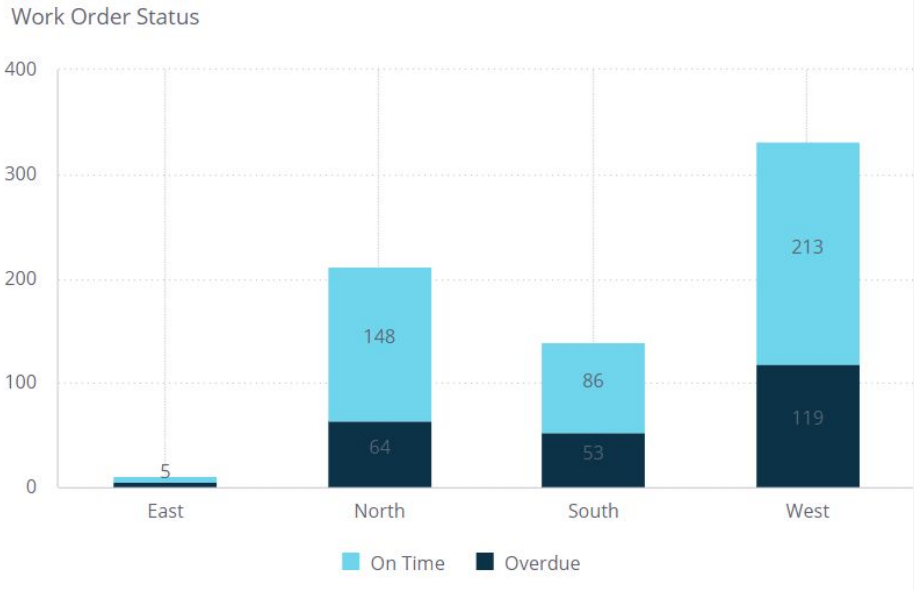
Description

- Total work orders created per region
- Work order status per region (on-time vs. overdue)
- Open work orders per region
- Completed work orders per region
- Work order summaries per region by building within each region
    - Total work orders
    - Completed work orders
    - Open work orders
    - Work order completion percentage with color scale to show varying levels of success
        - >99% = Dark Green (great)
        - 95-99% = Light Green (good)
        - 91-94% = Yellow (moderate)
        - <90% = Red (bad)

Target Customers

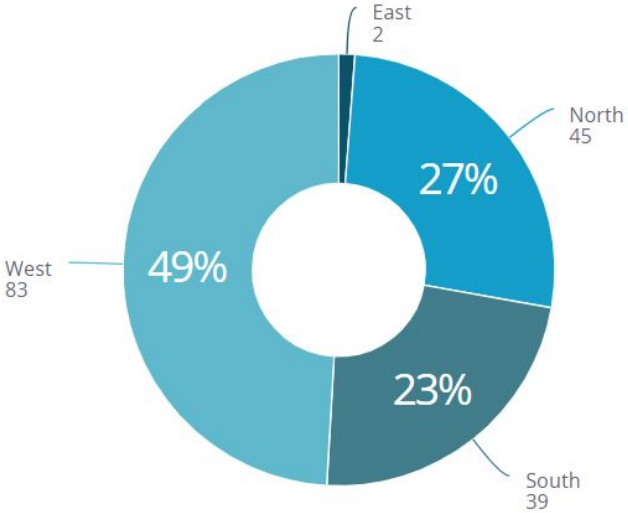
- Industries: mid-sized to large manufacturing/industrial, mid-sized to large education
- Users: manager and director level; maintenance or reliability engineering role



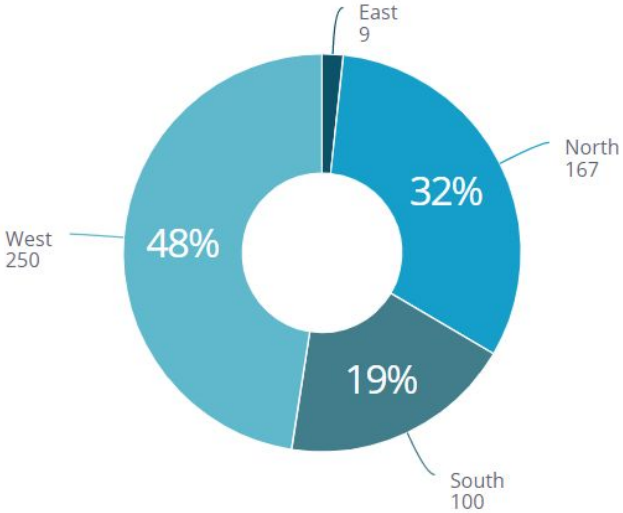


Increase organizational awareness on general work order creation trends and status.

Open Work Orders



Completed Work Orders



Regional Work Order Summary

Region	Building	Total Work Orders	Completed Work Orders	Open Work Orders	Completion Percentage
East	Journey Elementary	8	6	2	75.00%
	Rike Physical Education Center	1	1		100.00%
	Shiprock High School	2	2		100.00%
East Total		11	9	2	81.82%
North	Andrew Elementary	49	32	17	65.31%
	Arrington Middle School	57	40	17	70.18%
	Battelle Fine Arts Center	78	71	7	91.03%
	Blanchester High School	1	1		100.00%
	Drew-Freeman Middle	1	1		100.00%
	Septima P. Clark Corporate Academy	7	7		100.00%
	Swartz Creek High School	6	6		100.00%
	Turner Hall	12	8	4	66.67%
North Total		211	166	45	78.67%
South	Bosch Middle School	7	2	5	28.57%
	Carver High School	82	58	24	70.73%
	Charles H. Flowers High	1	1		100.00%
	District Heights Elementary @ Forestville HS	1	1		100.00%
	Water Canyon School	48	38	10	79.17%
South Total		139	100	39	71.94%
West	Art & Communication Building	12	8	4	66.67%
	COTA - McKinley Avenue	25	15	10	60.00%
	Roush Hall	284	218	66	76.76%
	Scharbauer Elementary	11	8	3	72.73%
West Total		332	249	83	75.00%
Grand Total		693	524	169	75.61%

Track completion rates per region to make certain desired outcomes are being met.

Reactive vs. Predictive Maintenance

2. ImageFIRST - Reactive vs. Predictive Maintenance

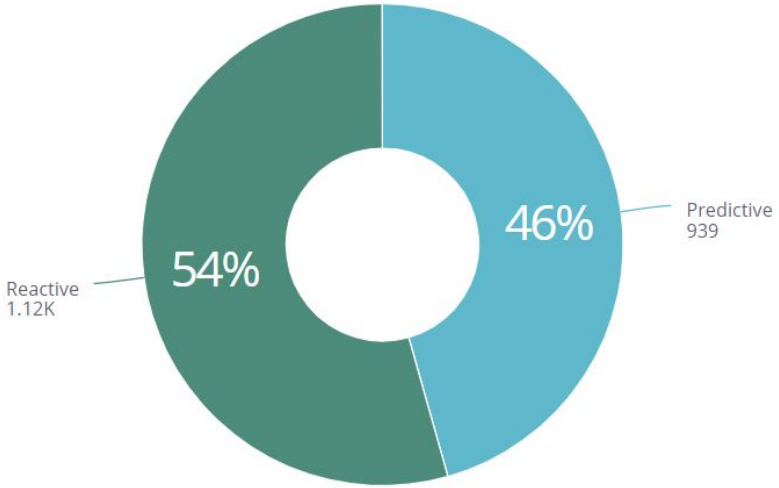
Description

- Compares work orders made in response to an equipment failure (reactive) against repairs made to equipment to avoid failures (predictive)
- Total number of reactive vs. predictive work orders and the percentages of the entire work order total
- Total labor hours logged on reactive vs. predictive work orders and the percentages of the entire labor hours total
- Details per work order

Target Customers

- Industries: small to large manufacturing/industrial
- Users: manager and director level; maintenance or reliability engineering role

Reactive or Predictive Maintenance?	# of Requests	Requests %	Labor Hours	Labor Hours %
Predictive	939	45.63%	291.45	54.19%
Reactive	1,119	54.37%	246.39	45.81%
Grand Total	2,058	100.00%	537.83	100.00%



Analyze maintenance at a high level to decrease future equipment failures.

Request Details

Request	Type	Equipment Item	Building	Due Date	Completed Date	Status	Reactive or Predictive Maintenance?
6186520 - Steam valve replace	PRODUCTION FLOW	125 Lb Washer # 1	Fort Myers	7/31/20	7/13/20	Completed - On Time	Predictive
6187733 - Sheet pjcker wont start	PRODUCTION FLOW	Sheet Picker	Fort Myers	7/6/20	7/7/20	Completed - Overdue	Reactive
6187843 - Fss dryer 1	PRODUCTION FLOW	170 Lb Dryer # 1	Fort Myers	7/10/20	7/8/20	Completed - On Time	Reactive
6188161 - Quick exhuast leak sheet stacker	PRODUCTION FLOW	Sheet Stacker	Fort Myers	7/13/20	7/13/20	Completed - On Time	Reactive
6188220 - Braun 3 drop door broken	PRODUCTION FLOW	Braun Folder Three	North Carolina	6/25/20	6/25/20	Completed - On Time	Reactive
6188274 - Olma not folding consistently	PRODUCTION FLOW	Olma Obifold Premium	North Carolina	7/6/20	6/25/20	Completed - On Time	Reactive
6188513 - Dryer 6 drive motor	GENERAL MAINTENANCE	#6 GAS DRYER MILNOR (H6)	BJC	6/29/20	6/30/20	Completed - Overdue	Reactive
6188516 - Shuttle 1 rebuild	GENERAL MAINTENANCE	#1 ELEVATING SHUTTLE CONVEYOR (F1)	BJC	7/3/20	7/10/20	Completed - Overdue	Predictive
6188517 - Rebuild Feeder 2	GENERAL MAINTENANCE	#2 CHICAGO EDGE MAX FEEDER	BJC	6/30/20	7/3/20	Completed - Overdue	Predictive
6188518 - Reuse press pump, Tunnel 1.	GENERAL MAINTENANCE	Not Set	BJC	7/20/20	8/8/20	Completed - Overdue	Reactive
6188519 - Dryer 8 flap seal	GENERAL MAINTENANCE	Not Set	BJC	7/2/20	7/15/20	Completed - Overdue	Reactive
6188521 - Old elevator 2	GENERAL MAINTENANCE	Not Set	BJC	7/2/20	7/15/20	Completed - Overdue	Predictive
6188582 - Ellis not working	PRODUCTION STOPPAGE	Washer Five / 450 lb Ellis	North Carolina	6/29/20	6/29/20	Completed - On Time	Reactive
6188609 - Blanket folder	PRODUCTION FLOW	Blanket Folder	Fort Myers	7/8/20	7/10/20	Completed - Overdue	Reactive

Work Order Aging

7. GPISD - Open WO Age Report

Description

- Current work order totals
  - Created
  - Pending assignment
  - Open-overdue
  - Open-on time
  - Completed
- Work orders by current status
- Details of open work orders
  - Warranty check
  - Days since creation
- Details of open work orders, 30 days or older

Target Customers

- Industries: mid-sized to large education
- Users: manager and director level; maintenance role

Work Requests

Created
565

Work Requests

Pending Assignment
2

Work Requests

Open - Overdue
170

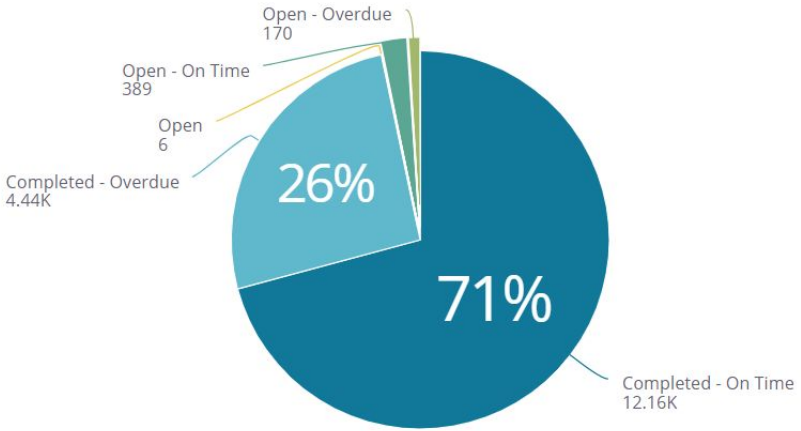
Work Requests

Open - On Time
389

Work Requests

Completed
0

Work Requests By Current State



Obtain valuable insight on the current status of all work orders.

Open Request Details

Module	Request	Type	Building	Created Date	Due Date	Request State	Assigned User	Warranty Check	Days Since Creation
Maintenance Request	6653502 - Comfort	Energy Management	RAYBURN	1/15/21	1/28/21	Open - Overdue	Rodney Bull	Not Set	97
	6666997 - Cart #4 Tire Needs Replacement	Mowing Equipment Repair	SGPHS	1/26/21	2/9/21	Open - Overdue	Tim Walker	No	86
	6668861 - The room 107 is Leaking	Water Intrusion/Roofing	GARCIA	1/27/21	2/10/21	Open - Overdue	Andres Caporallini	No	85
	6672007 - garbage disposal not working	Kitchen Appliances	DICKINSON	1/29/21	4/30/21	Open - On Time	Delton George	No	83
	6674067 - Proforma PO 9592100177	CTE Pickup	GPHS	2/1/21	2/15/21	Open - Overdue	Dispatch	No	80
	6677814 - water leak	Kitchen Appliances	DICKINSON	2/3/21	7/5/21	Open - On Time	Delton George	No	78
	6685087 - Water intrusion/ceiling tile	Plumbing	BUSH	2/9/21	3/31/21	Open - Overdue	Frankie Johnson	No	72
							Hector Becerra	No	72
	6698999 - 20/21 PPE SUPPLY WORK ORDER	Grounds	GLSC	2/22/21	3/8/21	Open - Overdue	Samuel Shotwell	Not Set	59
	6699038 - 20/21 PPE SUPPLY WORK ORDER	Grounds	GLSC	2/22/21	3/8/21	Open - Overdue	Jose Ceniceros	Not Set	59
	6700567 - Floor tile	Routine Repair	RAYBURN	2/22/21	3/8/21	Open - Overdue	Dario Martinez	No	59
							Dean Oberg	No	59
	6703890 - awning/canopy on bus drop-off and pick...	Routine Repair	EISENHOWER	2/24/21	3/10/21	Open - Overdue	Ronny Temple	No	57
	6705818 - Concrete by the cafeteria doors is breaki...	Routine Repair	DUBISKI	2/25/21	3/5/21	Open - Overdue	Artemio Arzola	No	56
	6707046 - WINTER STORM DAMAGE - Only re...	Plumbing	BONHAM	2/26/21	3/12/21	Open - Overdue	Frankie Johnson	No	55
	6707068 - WINTER STORM DAMAGE - Only re...	Plumbing	TRUMAN	2/26/21	3/12/21	Open - Overdue	Frankie Johnson	No	55
	6707138 - WINTER STORM DAMAGE - Only re...	Plumbing	GPHS	2/26/21	3/12/21	Open - Overdue	Jon Hemphill	No	55

Open Request Details - 30 Days and Older

Module	Request	Type	Building	Created Date	Due Date	Request State	Assigned User	Days Since Creation
Maintenance Request	6488798 - 61256 bring all valve boxes up to grade	Irrigation	FANNIN	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6488799 - 61257 bring all valve boxes up to grade	Irrigation	GPFAA	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6488801 - 61259 bring all valve boxes up to grade.	Irrigation	YMLA	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6488802 - 61261 bring all valve boxes up to grade.	Irrigation	YWLA	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6488803 - 61262 bring all valve boxes up to grade.	Irrigation	SGPHS	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6488804 - 61264 bring all valve boxes up to grade	Irrigation	JACKSON	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6488805 - 61266 bring all valve boxes up to grade.	Grounds	REAGAN	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6488806 - 61267 bring all valve boxes up to grade	Irrigation	TRUMAN	8/12/20	8/26/20	Open - Overdue	Jeff Brashear	253
	6553065 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Adrian Arzola	175
	6553071 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Alvaro Asencio	175
	6553073 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Artemio Arzola	175
	6553075 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Arturo Martinez	175
	6553077 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Benjamin Alva	175
	6553080 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Brendan Wenk	175
	6553082 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Charles Day	175
	6553085 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Charles Uranga	175
	6553088 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	Dario Martinez	175
	6553090 - 20/21 PPE Supply Work Order	Maintenance PPE Supplies	GLSC	10/29/20	8/31/21	Open - On Time	David Flood	175

Supervisors can monitor the work order backlog to make sure time-consuming or delayed requests are not being lost in the shuffle of a busy maintenance schedule.

Work Order Aging

FSUSD - Aged Maintenance Requests

Description

- Work orders submitted
- Work orders by status (open and completed)
- Outstanding work orders
    - 90+ days
    - 61-90 days
    - 31-60 days
    - 0-30 days

Target Customers

- Industries: mid-sized to large education
- Users: manager and director level; maintenance role

Outstanding Work Orders (90+ Days)

Type	Request	Building	Assigned User	Created Date	Days Outstan...
AA Material Request Form	6235454 - Chair rail for hallway	Armijo High School	Chris Equinoa	11/3/20	171
			Jackson Clower	11/3/20	171
			Mike Dumapay	11/3/20	171
Alarms	6183381 - PM fire alarms	All Sites	Michael Springer	5/27/20	331
	6185618 - PM Fire Alarm Systems	All Sites	Patrick Springer	6/9/20	318
	6188139 - Annual Fire Alarm Re...	Armijo High School	Patrick Springer	6/24/20	303
	6253202 - Supervisory codes for...	Grange Middle School	Jackson Clower	12/21/20	123
Asphalt / Pathways	383773 - 4442 - Sidewalk repair	Cleo Gordon Elementary School	FMX Office	5/3/16	1,816
Backflow Testing/Repair	6248449 - Backflow repair	Suisun Elementary School	Team 6-Joe Dunsmore	12/9/20	135
Capital Outlay - Approval Path A	5402148 - Paint or use film to bl...	Fairfield-Suisun Adult School	Not Set	10/31/19	540

« ‹ 1 2 3 4 5 6 7 › »

Outstanding Work Orders (61-90 Days)

Type	Request	Building	Assigned User	Created Date	Days Outstanding
AA Material Request Form	6288638 - Tool Box Locks - 642...	Maintenance & Operations	Chris Equinoa	1/25/21	88
			Jackson Clower	1/25/21	88
			Mike Dumapay	1/25/21	88
	6299435 - Bypass Lamps to upg...	Sheldon Academy of Innovative Learning	Chris Equinoa	2/3/21	79
			Mike Dumapay	2/3/21	79
			Terry Rogers	2/3/21	79
Alarms	6296195 - Need a copy showing ...	Fairview Elementary School	Jackson Clower	2/1/21	81
Backflow Testing/Repair	6307754 - repair backflow	Sheldon Academy of Innovative Learning	Team 6-Joe Dunsmore	2/10/21	72
Capital Outlay Request	6290087 - Replace Arm on Door	Suisun Valley K-8 School	Not Set	1/26/21	87
	6293498 - Put new door lever do...	Grange Middle School	Not Set	1/28/21	85
	6299443 - Blinds in Principal's ...	Matt Garcia Career & College Academy	Not Set	2/3/21	79
	6299666 - Outdoor equipment	Green Valley Middle School	Not Set	2/3/21	79
	6301468 - Capitol Outlay Reque...	Rodriguez High School	Not Set	2/4/21	78

Tracking requests by age increases visibility to overdue work orders.

Outstanding Work Orders (31-60 Days)

Type	Request	Building	Assigned User	Created Date	Days Outstanding
			Mike Dumapay	2/24/21	58
	6322953 - Stencil set	Maintenance & Operations	Chris Equinoa	2/24/21	58
			Jackson Clower	2/24/21	58
			Mike Dumapay	2/24/21	58
	6323637 - Drive belts	Cleo Gordon Elementary School	Chris Equinoa	2/25/21	57
			Jackson Clower	2/25/21	57
			Mike Dumapay	2/25/21	57
	6324014 - Battery for bobcat	Maintenance & Operations	Chris Equinoa	2/25/21	57
			Jackson Clower	2/25/21	57
			Mike Dumapay	2/25/21	57

« ‹ 1 2 3 4 5 6 7 › »

Outstanding Work Orders (0-30 Days)

Type	Request	Building	Assigned User	Created Date	Days Outstanding
AA Material Request Form	6366147 - Backflow Parts	Dover Academy for International Studies	Chris Equinoa	3/30/21	24
			Jackson Clower	3/30/21	24
			Mike Dumapay	3/30/21	24
	6368580 - Diffuser - 6355011	Laurel Creek Elementary School	Chris Equinoa	3/31/21	23
			Jackson Clower	3/31/21	23
			Mike Dumapay	3/31/21	23
	6368820 - 6364291 pool shed	Fairfield High School	Chris Equinoa	3/31/21	23
			Jackson Clower	3/31/21	23
			Mike Dumapay	3/31/21	23
	6369457 - Backflow Materials	Dover Academy for International Studies	Chris Equinoa	4/1/21	22

Comprehensive Maintenance

Year to Date Metrics

7. PCC - YTD KPI

Description

- Year to date work request and planned maintenance totals
  - Labor hours
  - Requests created and completed
  - Open vs completed
- Target work request and planned maintenance completion goals vs. actual completion percentages
- Labor hours by request type
- YTD metrics last month/this month and last week/this week
  - Requests created and completed
  - Open vs completed
  - Completion rates
- Work Requests and PMs by request type and status

Target Customers

- Industries: all
- Users: manager and director level; maintenance role

Work Order Labor Hours

Total WO Labor Hours

24,291.07

Planned Maintenance Labor Hours

Total PM Labor Hours

2,307.58

Admin Time Labor Hours

Total Admin Labor Hours

12,656.93

Request Details - YTD

Module	Current Request State	Total	Percentage	WO Goal	Total Goal
Maintenance Request	Completed	2,197	84.76%	92%	89%
	Open	395	15.24%	92%	89%

Request Details - YTD

Module	Current Request State	Total	Percentage	PM Goal	Total Goal
Planned Maintenance Task	Completed	626	53.87%	85%	89%
	Open	536	46.13%	85%	89%

All-inclusive maintenance reports provide decision makers with significant intel on operational productivity.

Request Details - Last Month

Module	Current Request State	Total	Percentage	WO Goal	Total Goal
Maintenance Request	Completed	861	89.41%	92%	89%
	Open	102	10.6%	92%	89%

Request Details - This Month

Module	Current Request State	Total	Percentage	PM Goal	Total Goal
Planned Maintenanc...	Completed	266	75.57%	85%	89%
	Open	86	24.43%	85%	89%

Request Details - Last Month

Module	Current Request State	Total	Percentage	WO Goal	Total Goal
Maintenance Request	Completed	896	83.66%	92%	89%
	Open	175	16.34%	92%	89%

Request Details - This Month

Module	Current Request State	Total	Percentage	PM Goal	Total Goal
Planned Maintenanc...	Completed	43	20.3%	85%	89%
	Open	169	79.72%	85%	89%

Managers can easily identify if target goals are being met for work order and planned maintenance completion during specific time frames.

Completion Rates - This Week

Module	Current Request State	Total	Percentage	WO Goal	Total Goal
Maintenance Request	Completed	76	52.41%	92%	89%
	Open	69	47.59%	92%	89%

Completion Rates - This Week

Module	Current Request State	Total	Percentage	PM Goal	Total Goal
Planned Maintenanc...	Completed	2	5.00%	85%	89%
	Open	38	95.00%	85%	89%

Completion Rates - Last Week

Module	Current Request State	Total	Percentage	WO Goal	Total Goal
Maintenance Request	Completed	126	86.90%	92%	89%
	Open	19	13.10%	92%	89%

Completion Rates - Last Week

Module	Current Request State	Total	Percentage	PM Goal	Total Goal
Planned Maintenance...	Completed	10	17.86%	85%	89%
	Open	46	82.14%	85%	89%

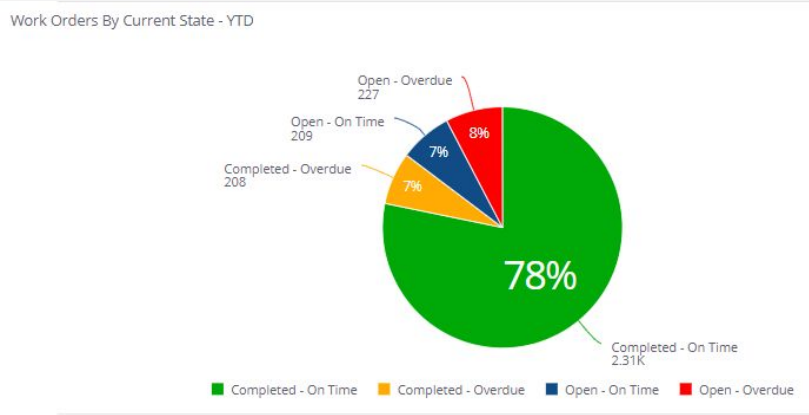
Work Order Hours by Type - YTD

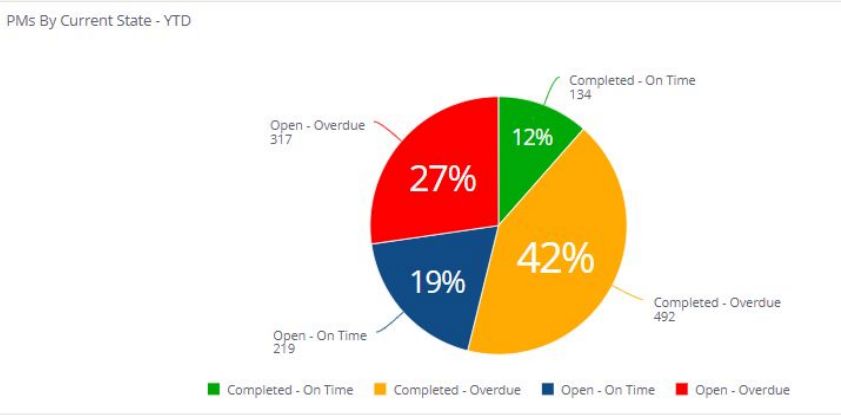
Request Type	Labor Hours
Projects/Construction	8,772.93
General Maintenance	3,685.28
Carver Training	2,914.03
Carving	2,285.08
Plumbing	1,581.02
Electrical	1,505.40
Carver Shop Time	1,455.32
Carpentry	1,152.82
Air Conditioning/ Ventilation (HVAC)	1,005.40
General Maintenance Shop Time	992.78
Fleet Service Meetings	911.63
Canoe Repair Shop Time	819.50
Events	806.00
Canoe Repair	790.50
Paint	788.46
Grounds/ landscaping	565.15
General Maintenance Meetings	562
General Maintenance Training	537.77
Kitchen Maintenance	535.58
Carver Meetings	476.2
Tech shop Time	458.65
New Work $200	454.03
HMP(Hukilau Market Place)	443.13
Fleet Service Shop Time	414.75
Plumbing Shop Time	390.82

PM Hours by Type - YTD

Request Type	Labor Hours
Electrical	582.83
General	470.80
HVAC	321.75
Kitchen Maintenance	241.20
Carpentry	241.00
Plumbing	224.63
Fleet Service	156.45
Painters	106.50
Custodial	12
Grounds	3

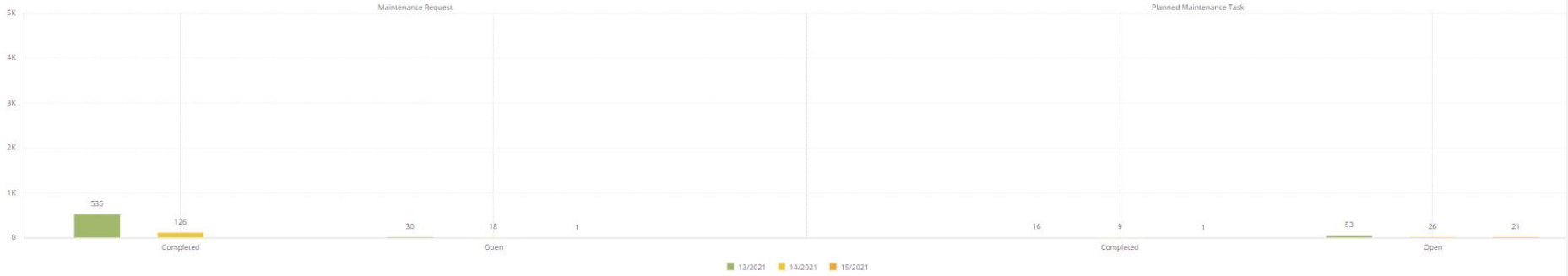
Capturing essential maintenance metrics such as YTD labor hours per request type...



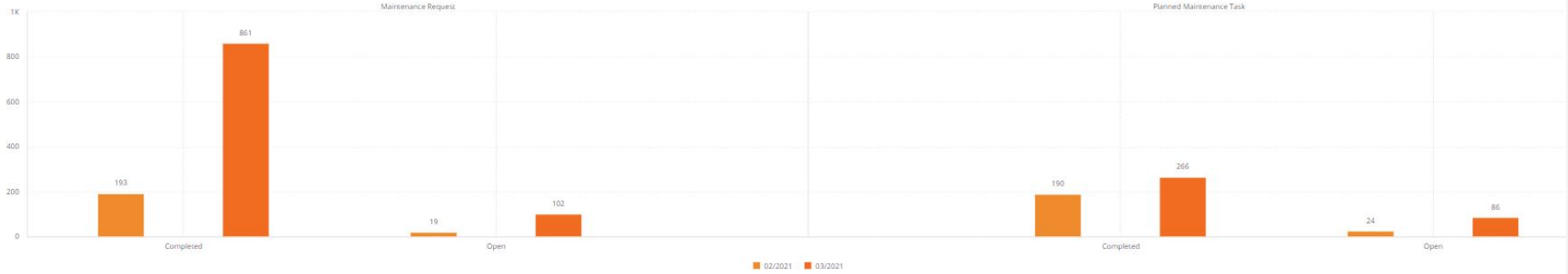


...and request status, allows stakeholders to make well-informed decisions as the calendar or fiscal year progresses.

Request Details - Weekly Difference KPIs



Request Details - Monthly Difference KPIs



Labor Tracking

Labor Hours Comparison

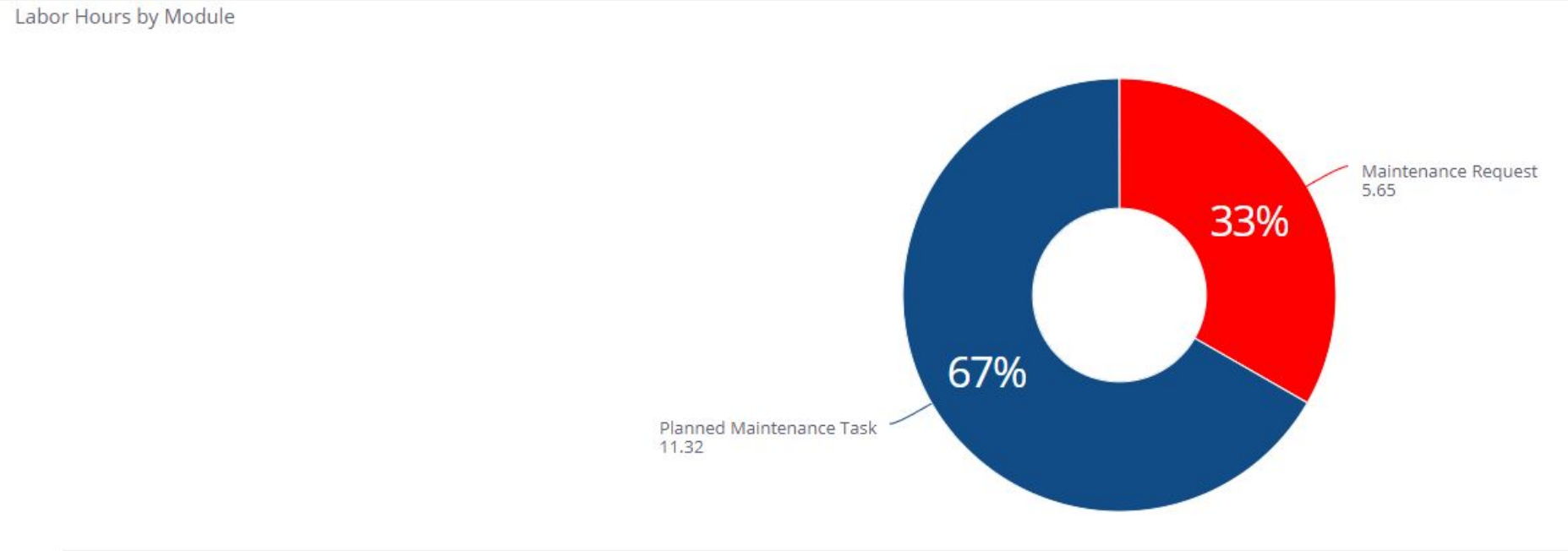
3. ImageFIRST - Labor Hours Comparison

Description

- Labor hours comparison between maintenance and planned maintenance
- Assigned work per user/technician
- Labor hours per user/technician
- Assigned labor hours vs. actual labor hours per user/technician
- Details per request

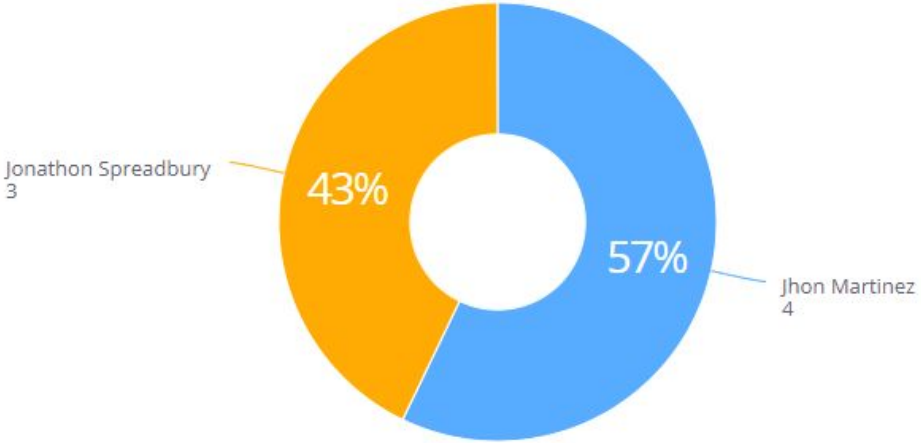
Target Customers

- Industries: all
- Users: manager and director level; maintenance or reliability engineering role



Maintenance leaders can utilize pie charts to recognize how much time their team is spending on planned and unplanned maintenance.

Assigned Requests by User

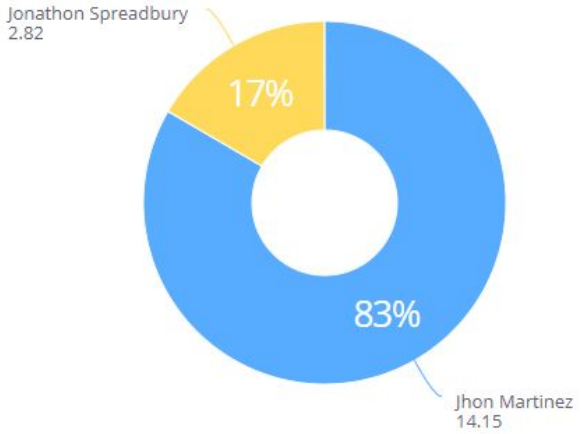


Assigned Requests by User

User Full Name	Assigned Requests
Jhon Martinez	4
Jonathon Spreadbury	3

Workloads can be balanced by showing the technicians with the most availability to take on new tasks.

Labor Hours by User



Labor Hours by User

User	Module	Actual Labor Hours	Estimated PM Labor Hours	Estimated WO Labor Hours
Chris Helms	Maintenance Request		0	3.5
Jhon Martinez	Maintenance Request	2.83	0	18.5
	Planned Maintenance Occurrence	11.32	39.53	0
Jonathon Spreadbury	Maintenance Request	2.82	0	39.5
	Planned Maintenance Occurrence		76.08	0

Managers can easily track efficiency by seeing how long each technician is spending on planned and unplanned maintenance as whole...

User	Module	Request	Due Date	Status	Actual Labor Hours	Estimated PM Hours	Estimated WO Hours
Jhon Martinez	Planned Maintenance Occurrence	458408 - Clean and sweep med waste room - weekly (2021-04-13)	4/13/21	Completed	0.6	0.67	0
		458408 - Clean and sweep med waste room - weekly (2021-04-20)	4/20/21	Completed	0.37	0.67	0
Jonathon Spreadbury	Maintenance Request	6358850 - Teresa & Tracy softrol units	3/26/21	Completed		0	2
		6364911 - Braun #4	3/30/21	Completed	0.5	0	2
		6367686 - Belt slipped off Braun #1	3/31/21	Completed		0	1
		6368701 - L-sealer #3 has a pair of shorts stuck under the oven rollers	4/1/21	Completed	0.5	0	3
		6369836 - Paint Kitchen walls	4/23/21	Completed		0	2
		6376526 - Dial in Tracey's Braun.	4/16/21	Completed	1.78	0	10.5
		6390101 - dryer 5 lint tray is busted up	4/23/21	Completed	0.03	0	8
		6391889 - vacuum out inside of gown baggers	4/20/21	Completed		0	1
		6391890 - blow down lint	4/30/21	Open		0	4
		6392081 - fan contactor is messed up	4/23/21	Open		0	6

...or per request.

Estimated vs. Actual Labor Hours

4. ImageFIRST - Estimated vs. Actual Completion Time

Description

- Comparison between estimated planned maintenance task completion hours vs. the actual planned maintenance task hours logged
- Average PM completion hours per task

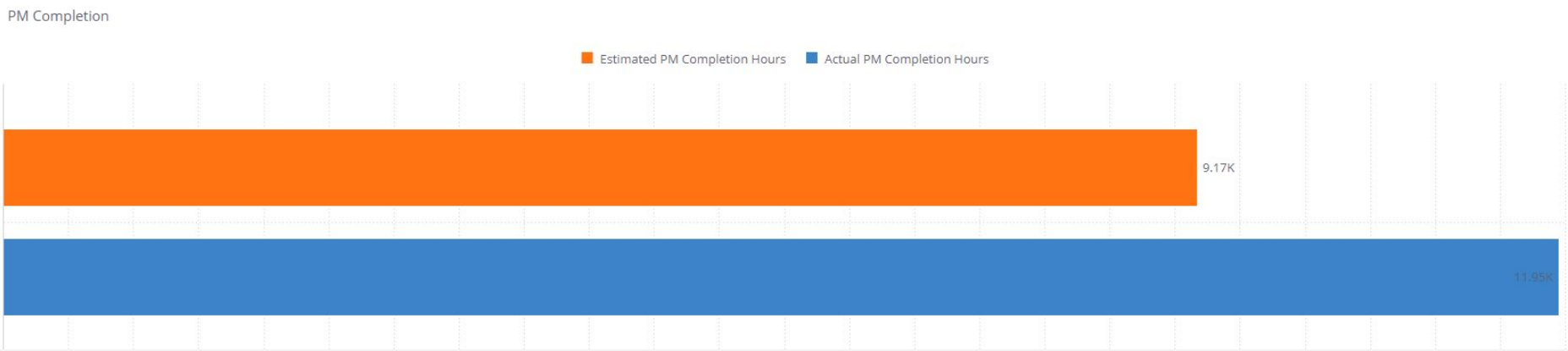
Target Customers

- Industries: small to large manufacturing/industrial
- Users: manager and director level; maintenance or reliability engineering role

Estimated PM Completion Hours
9,172.27

Actual PM Completion Hours
11,952.57

Average PM Completion Hours
0.43



Improve precision when estimating worker hours on PM tasks by basing time allocation on the actual time it takes your technicians to complete their regularly scheduled tasks.

Daily Labor Hours

1. PCC - Daily Team Performance

Description

- Daily labor hours logged per user/technician
- Color scale to show if labor hours threshold was met per day of the week
  - >= 8 hours = green
  - < 8 hours = red
- Labor details per request

Target Customers

- Industries: all
- Users: manager and director level; maintenance or reliability engineering role

Daily Labor Report

Name	N\A	Monday Jul 01	Thursday Jul 18	Monday Jul 29	Thursday Aug 01	Friday Aug 02	Monday Aug 05	Tuesday Aug 06	Wednesday Aug 07	Thursday Aug 08
Augustin Anihia										
Ronie Corpuz		2.00			4	1.00				11
Robert Francisco										
Chad Keanu								2		0
Roland Damuni										2
Apelu Apelu										
Malo										
McKay Ernestburg						0				
Bernard (Maui) leong			0.5						4	8.50
Jared Pere										
Shane Rupp										
Matthew Kalua'u				1			0	0		1.5
Kimball Niumatalolo										
Raymond Mokiao										
Tewaaki Teketia										
Jaritt Nihipali										1.5
Etika Pauni										
Jonathan Moux										8.00
Joyze Mema'ofa										
Sione Halahingano										
Ho Yan Ching										4
Samuel Mangakahia										

Managers can see where their team members are spending time so they can ensure the right work is getting completed on time and on budget.

Request Name	Building Name	Worker	PM GL Code	MR GL Code	Labor Hours
360454 - Hardscape, Pressure Washing - Monthly PM (2...	Aotearoa Hardscape - Paving, curbs, rockwork	David Lau	370-372-0000-000-697000	Not Set	0
	Banyan Tree Hardscape - Paving, curbs, rockwork	David Lau	370-372-0000-000-697000	Not Set	0
	Front Entrance Building (Welcome Center)	David Lau	370-372-0000-000-697000	Not Set	0
	Front Entrance Hardscape - Paving, curbs, rockwork	David Lau	370-372-0000-000-697000	Not Set	0
	Hawaiian Journey Theater	David Lau	370-372-0000-000-697000	Not Set	0
	Marketplace Cart and Kiosk Locations	David Lau	370-372-0000-000-697000	Not Set	0
	PT Hardscape - Paving, curbs, rockwork	David Lau	370-372-0000-000-697000	Not Set	0
360454 - Hardscape, Pressure Washing - Monthly PM (2...	Aotearoa Hardscape - Paving, curbs, rockwork	James Taihook	370-372-0000-000-697000	Not Set	0
	Banyan Tree Hardscape - Paving, curbs, rockwork	James Taihook	370-372-0000-000-697000	Not Set	0
	Front Entrance Building (Welcome Center)	James Taihook	370-372-0000-000-697000	Not Set	0
	Front Entrance Hardscape - Paving, curbs, rockwork	James Taihook	370-372-0000-000-697000	Not Set	0
	Hawaiian Journey Theater	James Taihook	370-372-0000-000-697000	Not Set	0
	Marketplace Cart and Kiosk Locations	James Taihook	370-372-0000-000-697000	Not Set	0
	PT Hardscape - Paving, curbs, rockwork	James Taihook	370-372-0000-000-697000	Not Set	0
360454 - Hardscape, Pressure Washing - Monthly PM (2...	Aotearoa Hardscape - Paving, curbs, rockwork	James Taihook	370-372-0000-000-697000	Not Set	0.14
		Robert Francisco	370-372-0000-000-697000	Not Set	0.57
		Viliami Latu	370-372-0000-000-697000	Not Set	0.29
	Banyan Tree Hardscape - Paving, curbs, rockwork	James Taihook	370-372-0000-000-697000	Not Set	0.14
		Robert Francisco	370-372-0000-000-697000	Not Set	0.57
		Viliami Latu	370-372-0000-000-697000	Not Set	0.29
	Front Entrance Building (Welcome Center)	James Taihook	370-372-0000-000-697000	Not Set	0.14

« ‹ 1 2 3 4 5 6 7 › »

Rows 1-50 (19940 Total)

Requests can be summarized in a pivot table to easily view pertinent information logged on each task.

Information Technology/ Help Desk

IT Ticketing Metrics

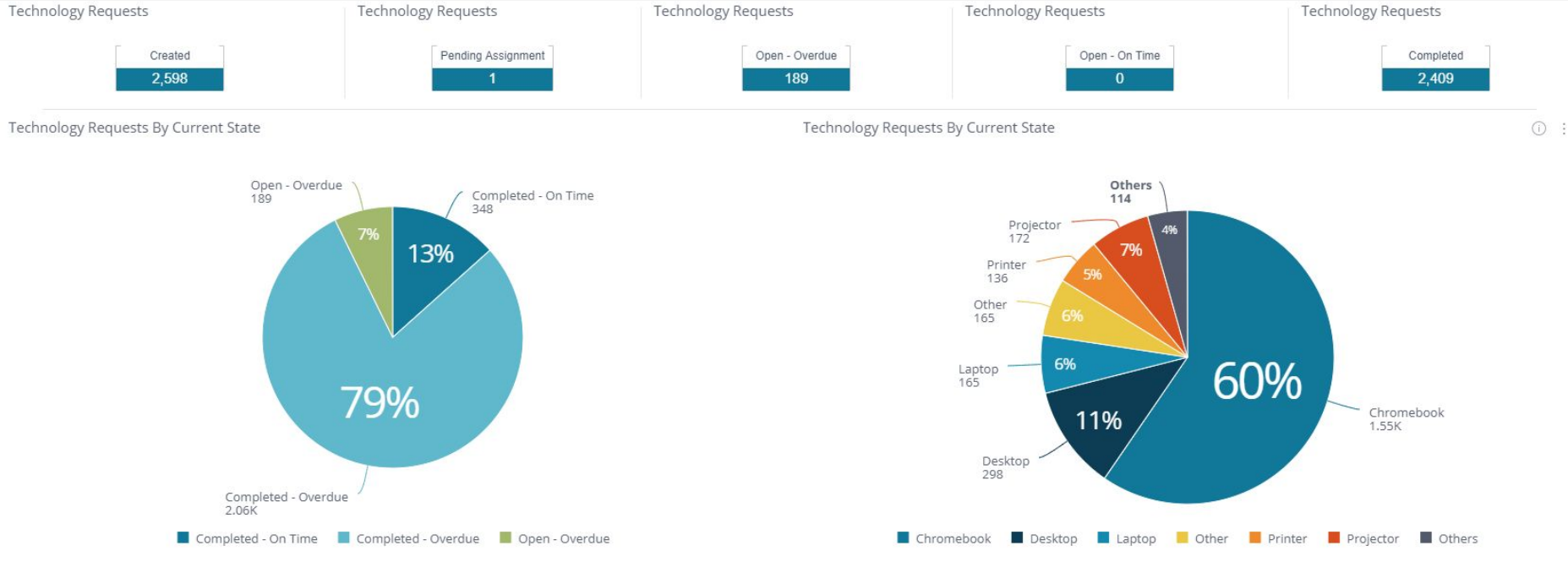
SWCSD - Technology Work Summary Dashboard

Description

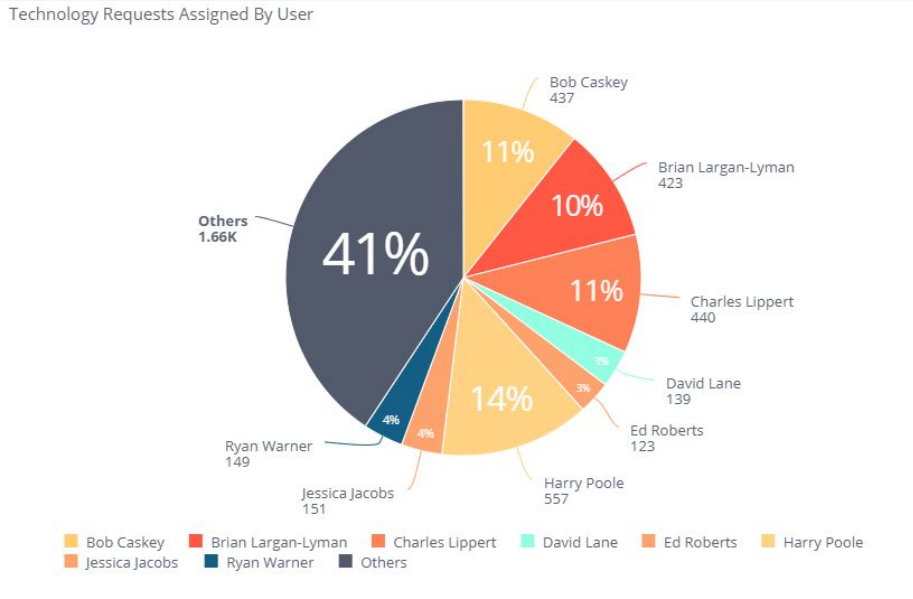
- Current technology request totals
  - Created
  - Pending assignment
  - Open-overdue
  - Open-on time
  - Completed
- Technology requests by current status
- Technology requests by assigned user
- Trend of technology requests created per month
- Trend of technology requests created per building
- Details per technology request
  - Days since creation
  - Days to complete

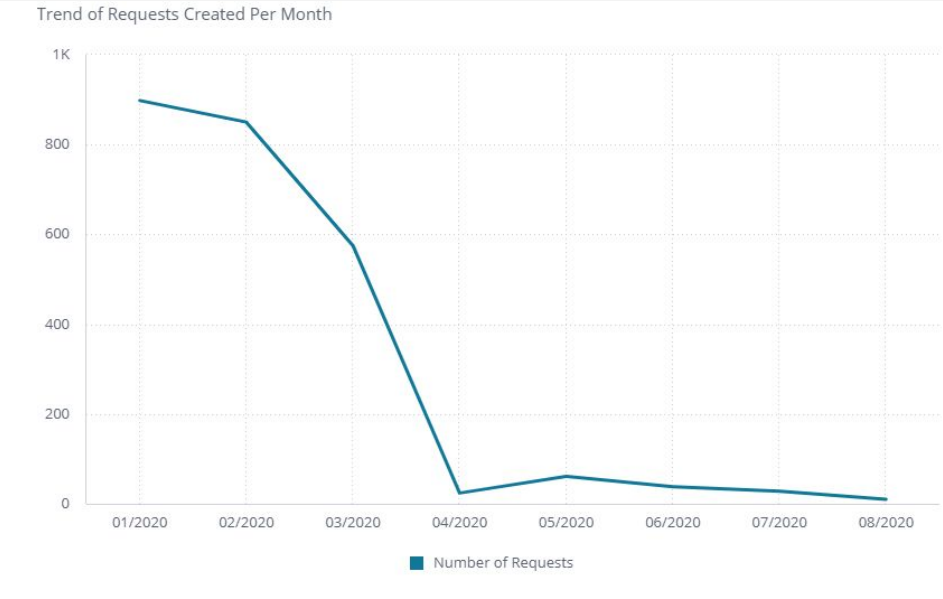
Target Customers

- Industries: small to large education
- Users: manager and director level; information technology or help desk role

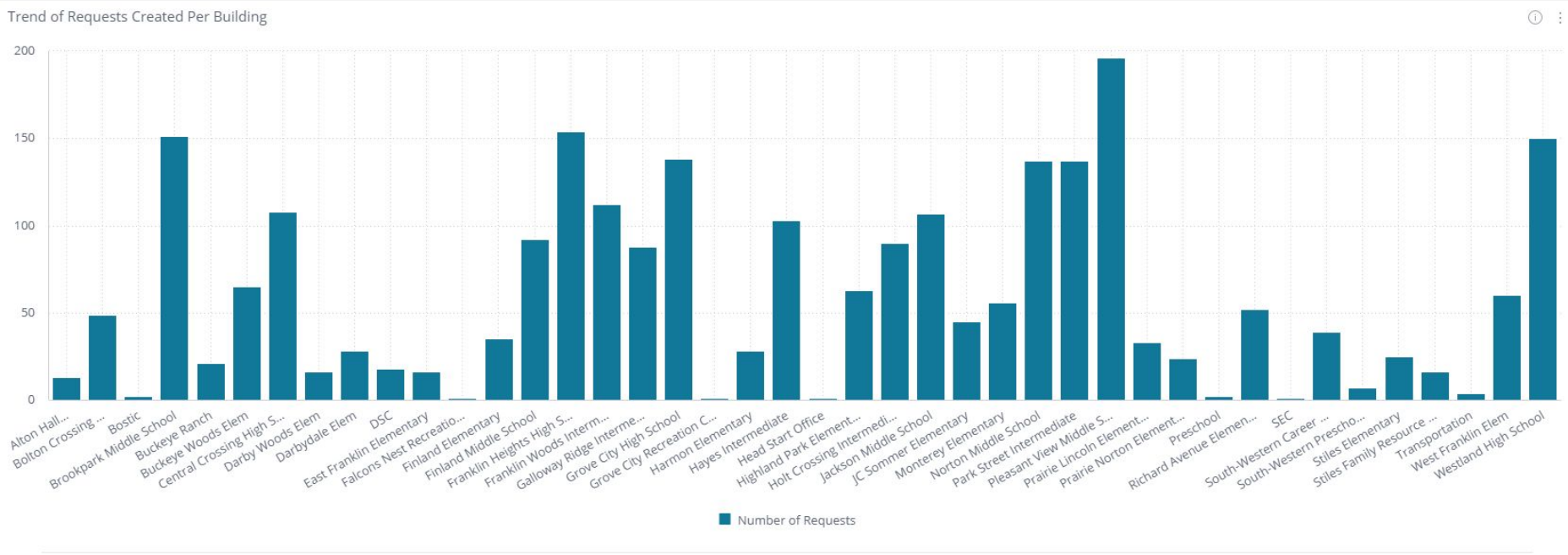


By tracking current ticket statuses, IT managers can ensure their teams are prioritizing the appropriate tasks.





Tracking ticket trends and assignments allows IT managers to regulate their workflow by delegating tasks to the proper IT agents.


Trend of Requests Created Per Building
200
150
100
50
0
Alton Hall...
Bolton Crossing ...
Bostic
Brookpark Middle School
Buckeye Ranch
Buckeye Woods Elem
Central Crossing High S...
Darby Woods Elem
Darbydale Elem
DSC
East Franklin Elementary
Falcons Nest Recreatio...
Finland Elementary
Finland Middle School
Franklin Heights High S...
Franklin Woods Interm...
Galloway Ridge Interme...
Grove City High School
Grove City Recreation C...
Harmon Elementary
Hayes Intermediate
Head Start Office
Highland Park Element...
Holt Crossing Intermedi...
Jackson Middle School
JC Sommer Elementary
Monterey Elementary
Norton Middle School
Park Street Intermediate
Pleasant View Middle S...
Prairie Lincoln Element...
Prairie Norton Element...
Preschool
Richard Avenue Elemen...
SEC
South-Western Career ...
South-Western Prescho...
Stiles Elementary
Stiles Family Resource ...
Transportation
West Franklin Elem
Westland High School
Number of Requests

Days Since Creation

Module	Request	Created Date	Request State	Days Since Creation
Technology Request	5683651 - Park Street Intermediate	1/6/20	Open	422
	5692054 - Park Street Intermediate	1/7/20	Open	420
	5695401 - South-Western Career...	1/7/20	Open	210
	5699719 - Norton Middle School	1/8/20	Open	209
	5706665 - South-Western Presch...	1/9/20	Open	416
	5711802 - Buckeye Woods Elem	1/10/20	Open	414
	5712203 - Park Street Intermediate	1/10/20	Open	414
	5712242 - Norton Middle School	1/10/20	Open	207
	5729664 - Harmon Elementary	1/13/20	Open	204
	5731770 - Park Street Intermediate	1/13/20	Open	408
	5732839 - Park Street Intermediate	1/13/20	Open	408
	5740308 - Holt Crossing Interme...	1/14/20	Open	406
	5749351 - Franklin Woods Inter...	1/15/20	Open	404
	5749580 - West Franklin Elem	1/15/20	Open	404
	5752132 - Norton Middle School	1/15/20	Open	202
	5757514 - Holt Crossing Interme...	1/16/20	Open	402
	5782343 - Franklin Heights Hig...	1/21/20	Open	392
	5783067 - Park Street Intermediate	1/21/20	Open	392
	5789024 - Franklin Heights Hig...	1/22/20	Open	390

« ‹ 1 2 3 4 5 6 7 › »

Rows 1-25 (188 Total)

Days Between Opened and Closed Date

Module	Request	Created Date	Days Between Creation and Completion
Technology Req...	5677470 - Grove City High School	1/3/20	6
	5682131 - DSC	1/6/20	3
	5682198 - Westland High School	1/6/20	2
	5682282 - Monterey Elementary	1/6/20	12
	5682332 - Norton Middle School	1/6/20	0
	5682579 - Franklin Heights High S...	1/6/20	0
	5682682 - Franklin Heights High S...	1/6/20	4
	5682689 - Franklin Heights High S...	1/6/20	4
	5682695 - Franklin Heights High S...	1/6/20	4
	5682743 - Central Crossing High S...	1/6/20	15
	5682784 - Hayes Intermediate	1/6/20	14
	5682830 - Franklin Heights High S...	1/6/20	0
	5682907 - Monterey Elementary	1/6/20	6
	5682936 - Pleasant View Middle Sc...	1/6/20	0
	5682959 - Franklin Heights High S...	1/6/20	0
	5683061 - Galloway Ridge Interme...	1/6/20	2
	5683075 - Stiles Elementary	1/6/20	6

« ‹ 1 2 3 4 5 6 7 › »

Rows 1-25 (2598 Total)

Internal KPIs and service level agreements can be tracked to ensure IT teams are remaining compliant with their organization's standards.

IT Ticketing Metrics

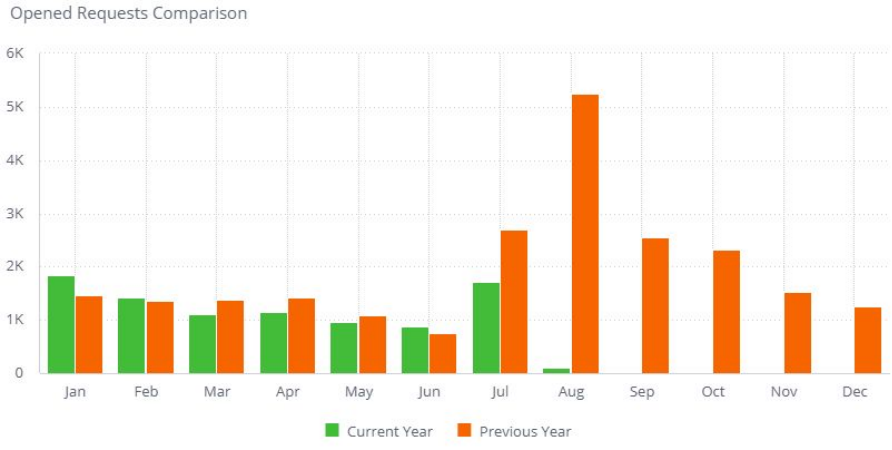
DPS Help Desk Monthly Reporting

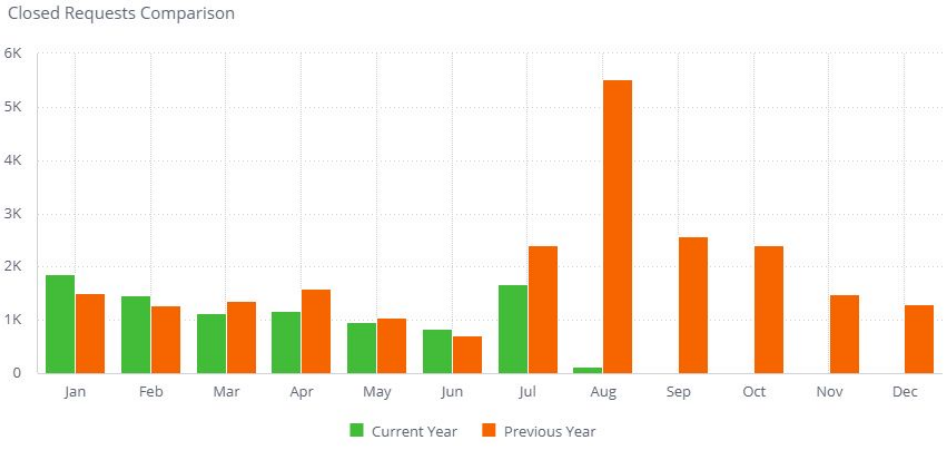
Description

- Open and Completed technology request completion trends per month
- Closed calls per ticket category

Target Customers

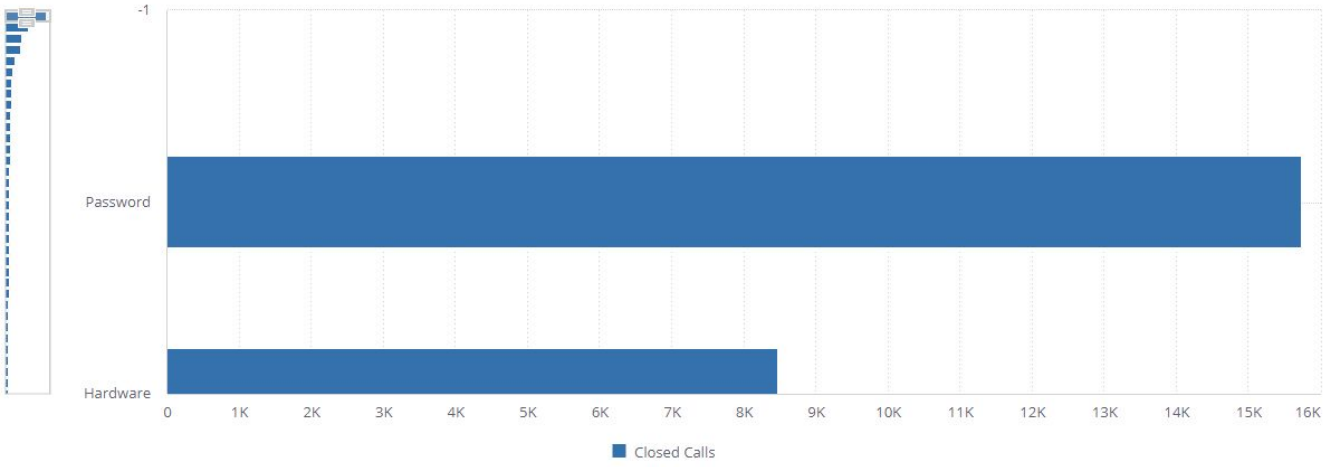
- Industries: small to large education
- Users: manager and director level; information technology or help desk role





IT managers can readily view ticket trends over time to help plan for future budget, resource, and staffing needs.

Closed Calls by Category



Closed Calls by Category

Category	Closed Calls
Password	15,729
Hardware	8,475
Software	5,568
Security	4,958
Printer Issues	2,479
Google	1,541
Phone Service - General Support	1,494
Networking	1,339
Chromebook Physical Device	1,163
Business System	989
Student Password	834
Phone Service	818
Third-Party Application	783
Data Updates/Requests	693
Assessment (Testing)	535

« ‹ 1 2 › »

Rows 1-25 (35 Total)

Recording IT ticket categories can help identify organizational pain points that need to be addressed.

IT Asset Management

1. Supernus Pharmaceuticals - IT Equipment Dashboard

Description

- Total IT assets
- IT assets per building
- IT assets by equipment type
- Out of warranty desktop details
- Out of warranty laptop details

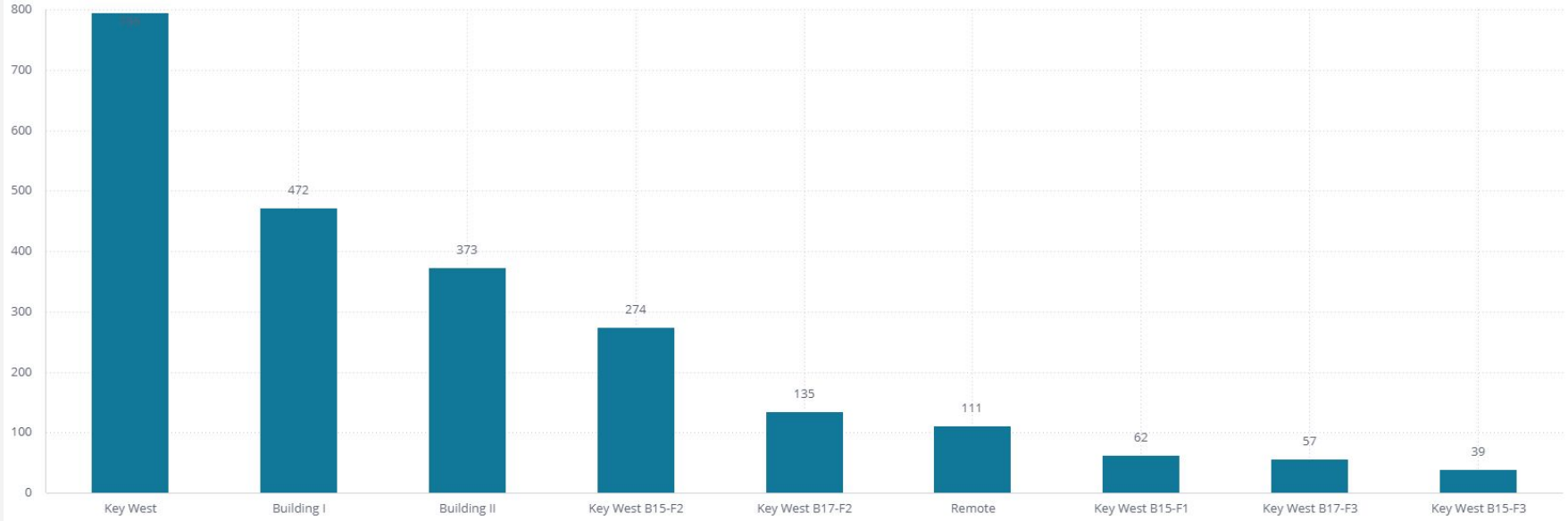
Target Customers

- Industries: all
- Users: manager and director level; information technology or help desk role

Total IT Assets

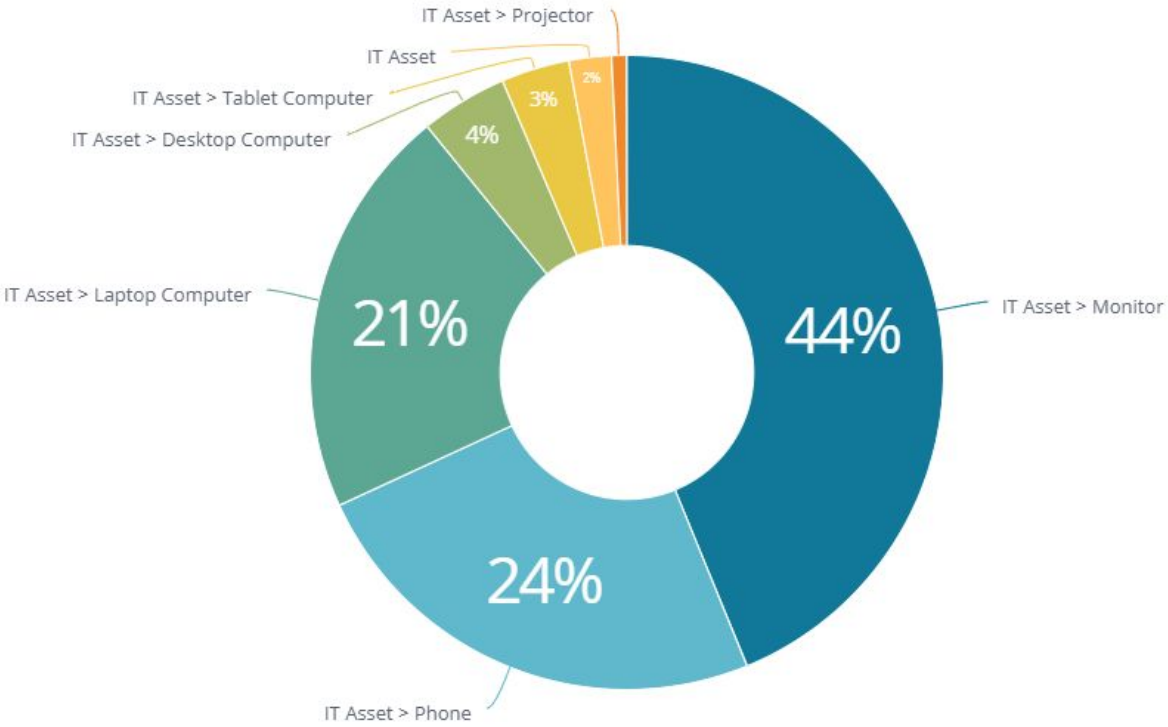
2,319

Breakdown by Building



Technology assets can be tracked in FMX as well. This is particularly helpful for keeping tabs on IT equipment as they're assigned out to end-users across multiple buildings.

Breakdown by Type



Tracking IT equipment by type will help IT managers see which items are being used most often and if more will be needed to keep up with the demand.

Desktop - Out of Warranty

Equipment Item Tag	Type	Warranty Expiration Date	Model	Serial Number	Building	Location	Assigned End User	Days Out of Warranty
IT-DT-HP-0074	IT Asset > Desktop Computer	7/10/20	HP EliteDesk 800 G3	MXL7262N19	Key West	B17-F3	IT HELP DESK	25
IT-DT-HP-0072	IT Asset > Desktop Computer	7/10/20	HP EliteDesk 800 G3	MXL7262N0Y	Key West	B17-F3	IT HELP DESK	25
IT-DT-HP-0012	IT Asset > Desktop Computer	7/10/20	EliteDesk 600 G3	MXL7262N1H	Key West	IT Inventory Rooms > IT Inventory Secondary Room	Help Desk Inventory	25
IT-DT-HP-0102	IT Asset > Desktop Computer	4/17/20	HP EliteDesk 800 G3	2UA71229D8	Key West	IT Inventory Rooms > IT Main Inventory Room	Help Desk Inventory	109
IT-DT-HP-0075	IT Asset > Desktop Computer	4/17/20	HP EliteDesk 800 G3	2UA71229DC	Key West	B17-F3	IT HELP DESK	109
IT-DT-HP-0091	IT Asset > Desktop Computer	4/9/20	HP ProDesk 600 G3	2UA7111KBK	Key West	B17-F3	IT HELP DESK	117
IT-DT-HP-0078	IT Asset > Desktop Computer	4/9/20	HP ProDesk 600 G3	2UA7111KBT	Key West	B17-F3	IT HELP DESK	117
IT-LT-HP-0110	IT Asset > Desktop Computer	10/23/19	HP EliteBook 820 G3 Notebook PC	5CG6373T9F	Remote	Remote	Ishrath Farzana	286
IT-DT-HP-0100	IT Asset > Desktop Computer	9/17/18	HP EliteDesk 800 G1	2UA53428J9	Key West	B17-F3	IT HELP DESK	687
IT-DT-HP-0099	IT Asset > Desktop Computer	9/23/16	HP Compaq Elite 8300	2UA33811DB	Key West	IT Inventory Rooms > IT Main Inventory Room	Help Desk Inventory	1,411
IT-DT-HP-0101	IT Asset > Desktop Computer	1/28/16	HP Compaq Elite 8300	MXL2390Q81	Key West	IT Inventory Rooms > IT Main Inventory Room	Help Desk Inventory	1,650
IT-DT-HP-0098	IT Asset > Desktop Computer	2/20/15	HP Compaq 8100 Elite	MXL20116HB	Key West	IT Inventory Rooms > IT Main Inventory Room	Help Desk Inventory	1,992
IT-DT-HP-0079	IT Asset > Desktop Computer	6/26/14	HP COMPAQ 8100 ELITE	2UA125171G	Key West	B17-F3	IT HELP DESK	2,231

The warranty date for IT equipment can also be recorded to determine when hardware will need refurbished, upgraded, or replaced.

Laptop - Out of Warranty

Equipment Item Tag	Type	Warranty Expiration Date	Model	Serial Number	Building	Location	Assigned End User	Days Out of Warranty
IT-LT-HP-0081	IT Asset > Laptop Computer	7/23/20	Elitebook 820 G3	5CG82952WM	Remote	Not Set	Rachel Nkwenti	12
IT-LT-HP-0080	IT Asset > Laptop Computer	7/23/20	Not Set	UPA	Key West	B17-F3	Sanjay Forrest	12
IT-LT-HP-0036	IT Asset > Laptop Computer	4/6/20	EliteBook 820 G3	5CG6440J6F	Key West	B17-F3	Lauren Keintz	120
IT-LT-HP-0106	IT Asset > Laptop Computer	3/18/20	HP EliteBook 820 G4	5CGR401D19	Remote	Remote	Sam Siegman	139
IT-LT-HP-0097	IT Asset > Laptop Computer	3/17/20	HP Elitebook 820 G3	5CG6440J3B	Remote	Remote	Ken Wei	140
IT-LT-HP-0067	IT Asset > Laptop Computer	2/23/20	EliteBook 820 G3	5CG72903MH	Key West	B17-F3	Tara Boatright	163
Laptop Gateway Room	IT Asset > Laptop Computer	12/7/19	HP EliteBook 820 G3	5CG6440J06	Building II	Not Set	IT Helpdesk	241
IT-LT-HP-0112	IT Asset > Laptop Computer	12/7/19	HP EliteBook 820 G3 Notebook PC	5CG6440J55	Remote	Remote	Kelly Hanner	241
IT-LT-HP-0103	IT Asset > Laptop Computer	12/7/19	HP EliteBook 820 G3	5CG6440J4K	Remote	Remote	Claire Hildebrandt	241
IT-LT-HP-0068	IT Asset > Laptop Computer	12/7/19	EliteBook 820 G3	5CG6440J8K	Key West	B17-F3	SP - LOANER 103	241
IT-LT-HP-0028	IT Asset > Laptop Computer	12/7/19	EliteBook 820 G3	5CG6440J26	Key West	IT Inventory Rooms > IT Main Inventory Room	Helpdesk - Loaner131	241
IT-LP-HP-0119	IT Asset > Laptop Computer	11/2/19	HP EliteBook 820 G3	5CG6373T85	Key West	IT Inventory Rooms > IT Main Inventory Room	IT Helpdesk	276
IT-LT-HP-0127	IT Asset > Laptop Computer	10/27/19	HP EliteBook 820 G3	5CG6381PLN	Remote	Remote	Mitali Panara	282
IT-LT-HP-0046	IT Asset > Laptop Computer	10/26/19	Elitebook 820 G3	5CG6381HTT	Key West	IT Inventory Rooms > IT Main Inventory Room	IT Helpdesk	283
IT-LT-HP-0056	IT Asset > Laptop Computer	8/14/19	HP EliteBook 820 G3	5CG62732K3	Key West	IT Inventory Rooms > IT Main Inventory Room	IT Helpdesk	356
IT-LT-HP-0123	IT Asset > Laptop Computer	7/20/19	EliteDesk 820 G3	5CG6240CTH	Key West	B15-F3	Daxesh Patel	381
IT-LT-HP-0100	IT Asset > Laptop Computer	7/20/19	HP EliteBook 820 G3 Notebook PC	5CG6240963	Remote	Remote	Mei Li	381
IT-LT-HP-0021	IT Asset > Laptop Computer	7/20/19	Elitebook 820 G3	5CG62409NQ	Remote	Remote	Marisol Dela Ossa	381
IT-LT-HP-0064	IT Asset > Laptop Computer	7/6/19	EliteBook 820 G3	5CG6221CZG	Remote	Remote	Heidi Hawkes	395
IT-LT-HP-0085	IT Asset > Laptop Computer	6/20/19	HP EliteBook 820 G3	5CG6194V0B	Remote	Remote	Rudy Molina	411
IT-LT-HP-0070	IT Asset > Laptop Computer	6/20/19	EliteBook 820 G3	5CG619577H	Key West	B17-F3	SP - LOANER 102	411

Utilities Tracking

Add summary

Comprehensive Utility Summary

AWLS - Utility Report

Description

- Total utility cost
- Cost per utility type (electric, gas, and water)
- Total utility cost per building
- Utility usage trends per month
- Utility request details per building
- Percentage of utility cost per building

Target Customers

- Industries: all
- Users: manager and director level; maintenance or reliability engineering role; administrative or finance role

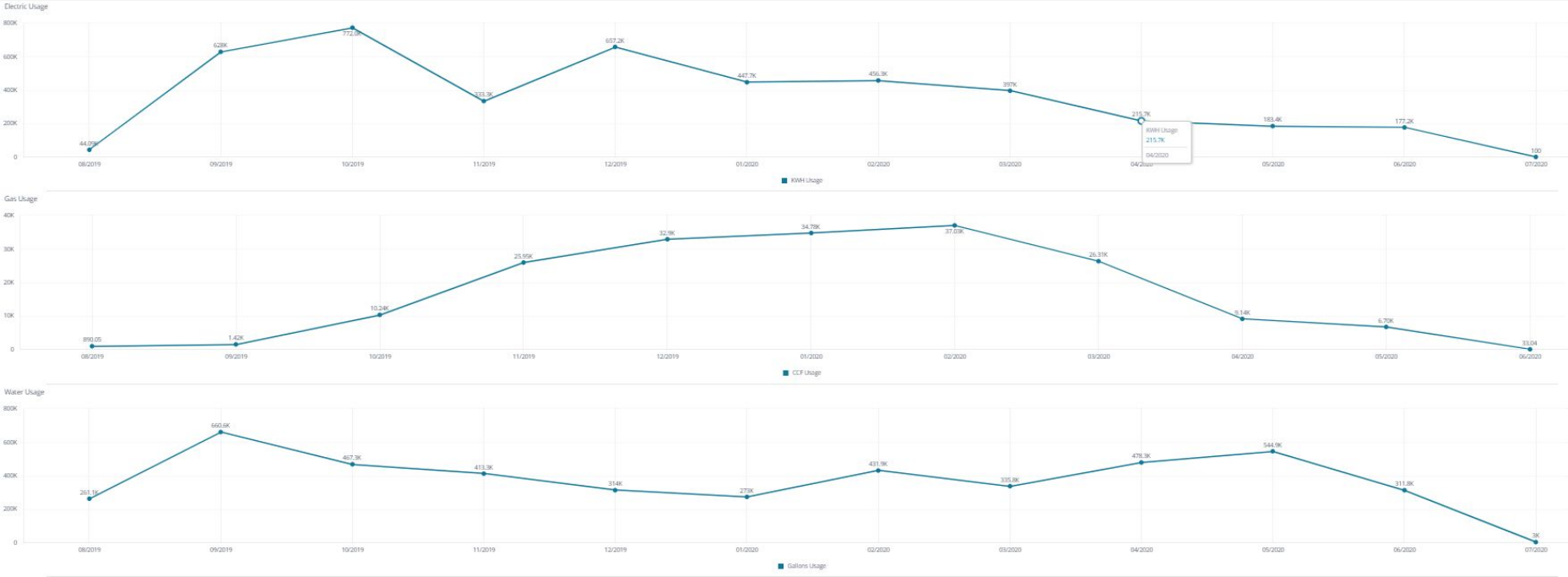
Total Utility Cost

$6,986,187.10

Electric	Gas	Water
$4,897,034.63	$1,480,191.14	$608,961.33

Operations managers can track utilities expenditures to better understand their facility's electric, gas, and water usage and improve efficiency.

Costs can be broken down by building to identify which facilities are spending the most on utilities.



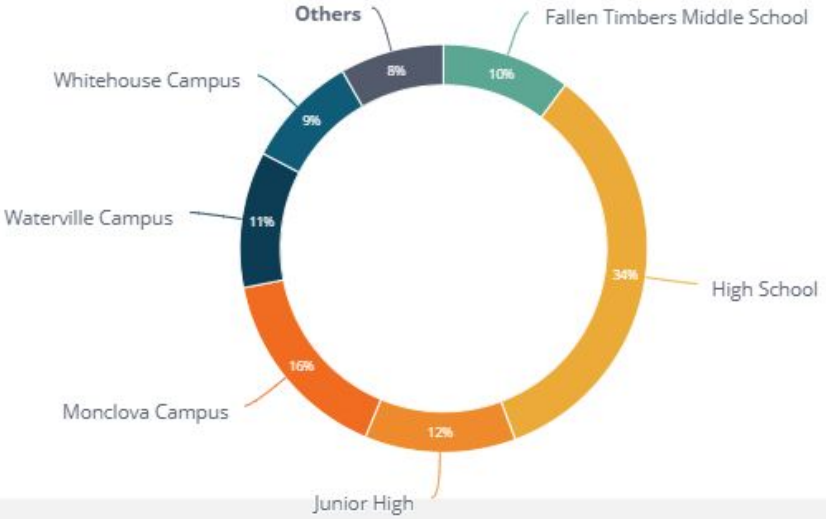
Tracking utilities usage trends over time can improve energy efficiency.

Request Details

Building	CCF Usage	Gallons Usage	KWH Usage	Total Utility Cost	Cost Per Day	Cost Per Month
Burdo Building			304,924	$36,495.19	$10.62	$3,041.27
Central Administrative Office	64,326.43	302,097.92	1,032,205.1	$155,583.5	$14.35	$12,965.29
Fallen Timbers Middle School	245,531	6,929,856.36	3,371,620	$713,075.81	$63.90	$59,422.98
Football	148,502.53		324,760	$89,143.81	$12.39	$7,428.65
Football Lighting			57,124.6	$47,206.14	$14.08	$3,933.85
High School	829,131	24,652,116.2	13,675,263	$2,381,319.44	$206.34	$198,443.29
Junior High	347,043	10,134,447.6	4,073,840	$837,279.28	$79.00	$69,773.27
Monclova Campus	25	5,704,988	7,360,100	$1,092,262.47	$139.16	$91,021.87
Monclova Maintenance	22,641	58	74,919	$29,239.73	$3.94	$2,436.64
New Whitehouse Primary	27,960	96,170	310,120	$51,549.44	$47.73	$4,295.79
Operations Complex	8,507.17	12,275	107,340	$19,062.31	$8.11	$1,588.53
Soccer			99,680	$26,097.99	$7.59	$2,174.83
Transportation Complex	32,983.41	480,175	831,559	$122,215.11	$10.73	$10,184.59
Waterville Campus	24,906.1	3,989,811.95	3,686,500	$753,845.3	$67.65	$62,820.44
Whitehouse Campus	134,890	4,519,160	3,142,365	$631,811.58	$48.77	$52,650.97

Facilities spending more than the allotted budget for utilities can be easily identified by viewing a summary of their overall consumption.

Percentage of Utility Cost by Building



Viewing the percentage of total utilities costs per building can help plan for future budgetary needs.

Event Scheduling

Add summary

Event Details

Westerville - Schedule Request Detailed

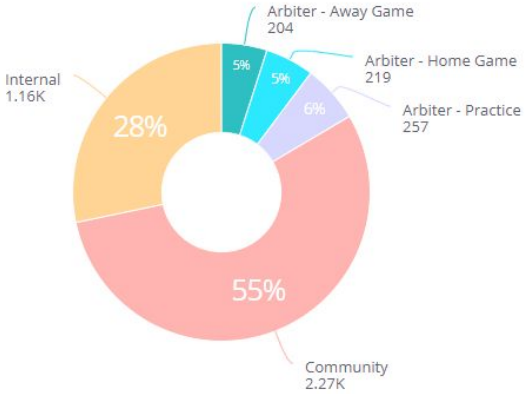
Description

- Schedule requests by type
- Schedule requests by building
- Schedule request trends per month

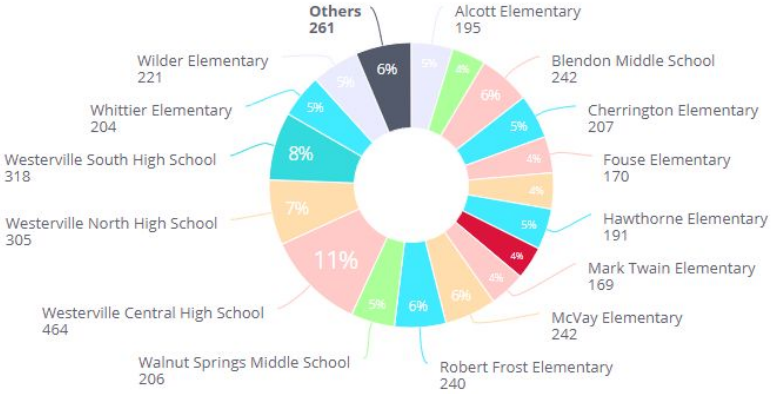
Target Customers

- Industries: small to large education
- Users: manager level; administrative or finance role

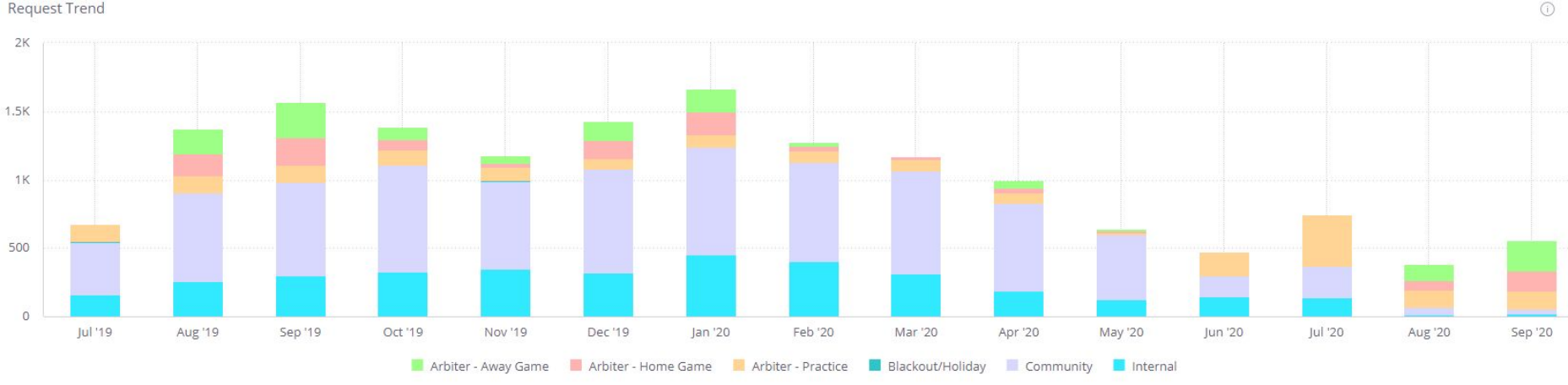
Requests by Type



Requests by Building



School facility schedulers can create preparation plans by easily viewing what types of events are being scheduled and in which buildings these events are being held at.



They can also view schedule request trends over time to help with event planning for the following school year.

Event Details

1. Scottsdale Bible Church - Schedule Request Details

Description

- Event details by date
- Weekend event details by date

Target Customers

- Industries: small to large education
- Users: manager level; administrative or finance role

All Events

Date	Request Name	Start Time	End Time	Type	Building	Location
08/04/2020	1637034 - Election - Polling Site (2020-08-04)	7:00 AM	7:00 PM	General	North Ridge	NR: C-Bldg > Warehouse
	1679139 - Groups Ministry Team Meeting (2020-08-04)	2:00 PM	4:00 PM	General	Shea Campus	A-Shea > A-2
	1968475 - Multi-Ministry (2020-08-04)	6:30 PM	8:30 PM	Childcare	Shea Campus	E-Shea > E-04
	1988760 - Men's Recovery Bible Study (2020-08-04)	7:00 PM	8:30 PM	Counseling	Shea Campus	A-Shea > A-8
	2013033 - Tuesday Night Men's Small Groups (2020-08-04)	6:30 PM	8:30 PM	Men's	Shea Campus	A-Shea > A-1
						A-Shea > A-2
						A-Shea > A-5
						A-Shea > A-6
						A-Shea > A-7
						A-Shea > A-9
						B-Shea > Venue
						C-Shea > C-101 YTH 5/6
						C-Shea > C-102 - High School - YTH
						D-Shea > D-103 - Special Ministries
						D-Shea > D-106 - SM Super Kids
						E-Shea > E-24
						E-Shea > E-25
						E-Shea > E-26
						E-Shea > E-27
						E-Shea > E-28
	2013035 - Men's Ministry Small Group (2020-08-04)	5:00 PM	6:20 PM	Men's	Shea Campus	E-Shea > E-27
	2013053 - Men's Ministry Bible Study (2020-08-04)	6:30 AM	8:00 AM	Men's	Shea Campus	A-Shea > A-4
	2013062 - Pastor Meeting (2020-08-04)	11:45 AM	1:15 PM	General	Shea Campus	A-Shea > A-8

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School facility schedulers can effectively coordinate set up and tear down times for events by reviewing detailed request summaries.

Saturday Events

Date	Request Name	Start Time	End Time	Type	Building	Location
08/08/2020	1625111 - Saturday Service (2020-08-08)	5:00 PM	6:00 PM	Worship Arts	North Ridge	NR: A-Bldg > Classroom: A-5 Choir Room NR: A-Bldg > Worship Center
	1625115 - W&A Rehearsal (2020-08-08)	2:45 PM	4:00 PM	Worship Arts	North Ridge	NR: A-Bldg > Worship Center
	1924754 - Small Group: 30's Singles (2020-08-08)	6:15 PM	8:00 PM	Small Groups/Enrichment	North Ridge	NR - A-2
	1925694 - 2nd Saturday (2020-08-08)	6:00 PM	8:30 PM	General	Cactus Campus	CC- Bunker > Kitchen
	2020783 - Set up & Rehearsal for Saturday Service (2020-08-08)	1:00 PM	2:45 PM	Worship Arts	North Ridge	NR: A-Bldg > Worship Center
	2217748 - Hannah's HOLD for potential recording? (2020-08-08)	8:00 AM	8:00 PM	Worship Arts	Shea Campus	C-Shea > C-201 YTH 7/8
	2217948 - Lee—Van Alstyne wedding (2020-08-08)	12:00 PM	1:00 PM	Wedding	Shea Campus	H-Shea > Grace Chapel
	2217951 - Lee—Van Alstyne wedding and reception (2020-08-08)	12:00 PM	3:00 PM	Meal	Shea Campus	B-Shea > Venue
	2219626 - Women's Informational Coffee (2020-08-08)	9:00 AM	11:00 AM	General	Cactus Campus	CC- Family/Office BLDG. > Classroom: Main Classroom
	2219931 - Broadcast AC (2020-08-08)	N\A	N\A	Worship Arts	Shea Campus	F-Shea > F-bldg. Orchestra Room
	2220765 - Worship Arts Rehearsal (2020-08-08)	3:00 PM	4:00 PM	Worship Arts	Cactus Campus	CC-Worship Center
	2221018 - Evangelism Group (2020-08-08)	3:00 PM	4:00 PM	General	Cactus Campus	CC- Bunker
	2228455 - Mary Katherine Teetsel memorial (2020-08-08)	2:00 PM	3:00 PM	Memorial	Shea Campus	B-Shea > Venue
	2229493 - Sunday Morning Recordings (2020-08-08)	8:00 AM	1:00 PM	Worship Arts	Shea Campus	F-Shea > WC AUDITORIUM
	2229801 - Storage for backpacks and supplies (2020-08-08)	8:00 AM	8:00 PM	Outreach	Shea Campus	F-Shea > WC Lobby
	2232006 - Lee/Van Alystne wedding (2020-08-08)	11:00 AM	12:15 PM	Wedding	Shea Campus	A-Shea > A-9 H-Shea > Brides Room
08/15/2020	1625111 - Saturday Service (2020-08-15)	5:00 PM	6:00 PM	Worship Arts	North Ridge	NR: A-Bldg > Classroom: A-5 Choir Room NR: A-Bldg > Worship Center
	1625115 - W&A Rehearsal (2020-08-15)	2:45 PM	4:00 PM	Worship Arts	North Ridge	NR: A-Bldg > Worship Center
	1924754 - Small Group: 30's Singles (2020-08-15)	6:15 PM	8:00 PM	Small Groups/Enrichment	North Ridge	NR - A-2
	2020783 - Set up & Rehearsal for Saturday Service (2020-08-15)	1:00 PM	2:45 PM	Worship Arts	North Ridge	NR: A-Bldg > Worship Center

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Keep tabs on weekend-only events to ensure all event requirements are being met outside of normal school hours.

Sunday Events

Date	Request Name	Start Time	End Time	Type	Building	Location
08/09/2020	1553986 - Weekend Services (2020-08-09)	9:00 AM	12:30 PM	Worship Arts	Shea Campus	B-Shea > Tech. Booth
						B-Shea > Venue
						B-Shea > Venue - Lobby
						F-Shea > Main Worship Center > 1-WC NARTHEX
						F-Shea > WC AUDITORIUM
						H-Shea > Grace Chapel
	1625117 - Crossroads (2020-08-09)	9:30 AM	10:45 AM	General	North Ridge	NR - A-2
	1625124 - AA Coed (2020-08-09)	5:45 PM	7:00 PM	Counseling	North Ridge	NR - A-2
	1634514 - 9am Service (2020-08-09)	9:00 AM	10:15 AM	Worship Arts	North Ridge	NR: A-Bldg > Worship Center
	1634515 - 11:00am Service (2020-08-09)	11:00 AM	12:15 PM	Worship Arts	North Ridge	NR: A-Bldg > Worship Center
	1641359 - PALS (2020-08-09)	3:30 PM	6:00 PM	General	Shea Campus	A-Shea > A-7
	1897202 - HOLD - new Sunday AM Class TBD (2020-08-09)	9:00 AM	10:00 AM	TENTATIVE	North Ridge	NR: A-Bldg > Classroom: A-3
	1949533 - Special Ministries Break Room (2020-08-09)	8:00 AM	1:00 PM	Special Ministries	Shea Campus	A-Shea > A-5
	1983089 - Sunday Lift Team (2020-08-09)	7:30 AM	1:00 PM	General	Shea Campus	A-Shea > A-1
	2039926 - Family Connections Class (2020-08-09)	11:00 AM	12:15 PM	Small Groups/Enrichment	North Ridge	NR - A-1
	2040000 - Community Connections Class (2020-08-09)	11:00 AM	12:15 PM	Small Groups/Enrichment	North Ridge	NR - A-2
	2104081 - Sunday Programming (2020-08-09)	9:00 AM	1:00 PM	Special Ministries	Shea Campus	D-Shea > D-103 - Special Ministries
						D-Shea > D-106 - SM Super Kids
	2217224 - Singles - Young Adult (FUEL) (2020-08-09)	6:30 PM	8:30 PM	Small Groups/Enrichment	North Ridge	NR: High School Bldg. > Classroom: YTH-HSM
	2217748 - Hannah's HOLD for potential recording? (2020-08-09)	8:00 AM	8:00 PM	Worship Arts	Shea Campus	C-Shea > C-201 YTH 7/8
	2219662 - Singles - Young Adult (FUEL) OVERFLOW (2020-08-09)	6:30 PM	8:30 PM	Small Groups/Enrichment	North Ridge	NR: A-Bldg > Lobby: Worship Center
	2219931 - Broadcast AC (2020-08-09)	N\A	N\A	Worship Arts	Shea Campus	F-Shea > F-bldg. Orchestra Room
	2229699 - Shoe Sorting- Mentor Kids (2020-08-09)	N\A	N\A	Outreach	Shea Campus	A-Shea > A-4

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User Adoption

Optimize FMX by tracking key usage data

FMX Usage

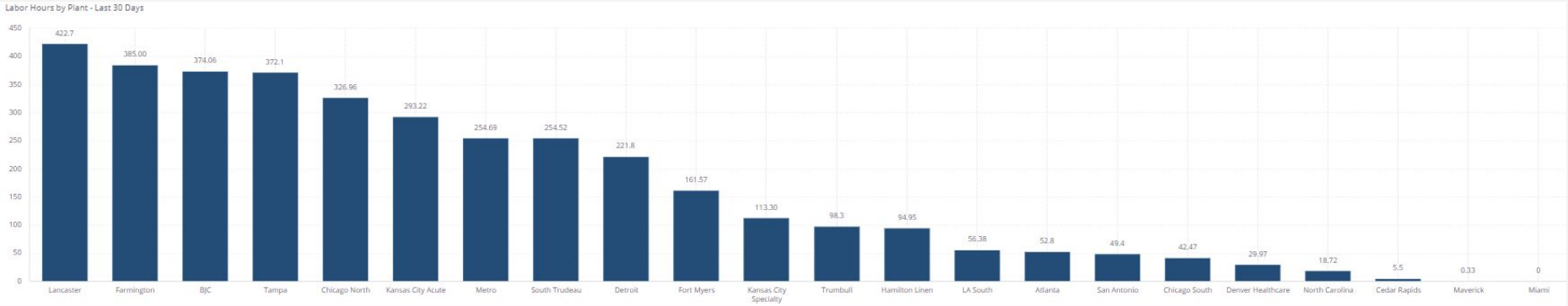
5. ImageFIRST - FMX Usage

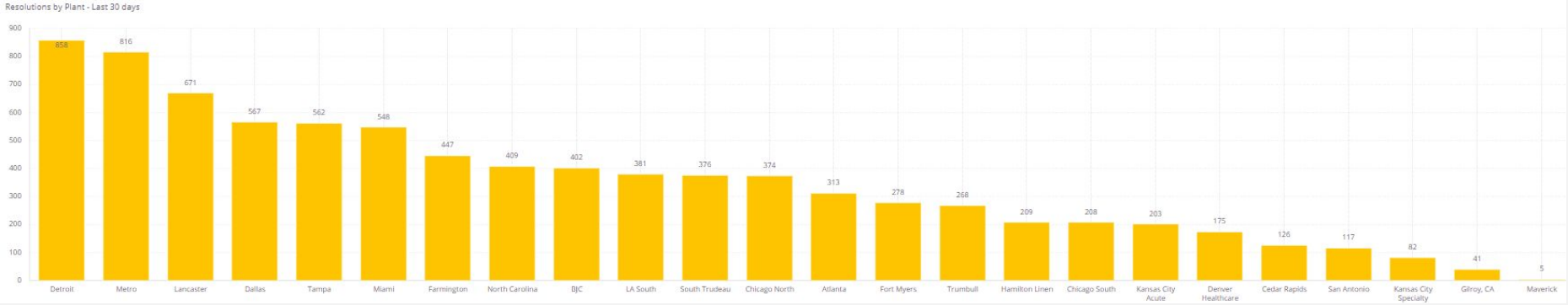
Description

- Top labor hours logged over the last 30 days by plant/location
- Top work order and PM resolutions over the last 30 days by plant/location
- Breakdown per plant/location
    - Last login dates of all users
    - Labor hours logged over the last 30 days per user
    - Work order and PM resolutions over the last 30 days per user

Target Customers

- Industries: all
- Users: manager and director level; maintenance or reliability engineering role; administrative role





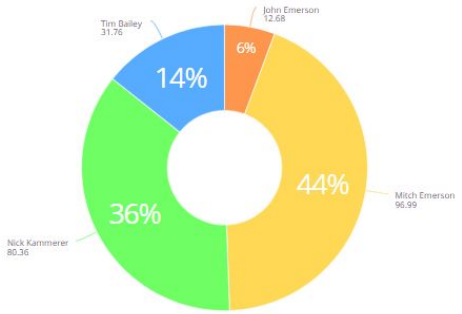
Monitor FMX input to identify inefficiencies per location.

Detroit

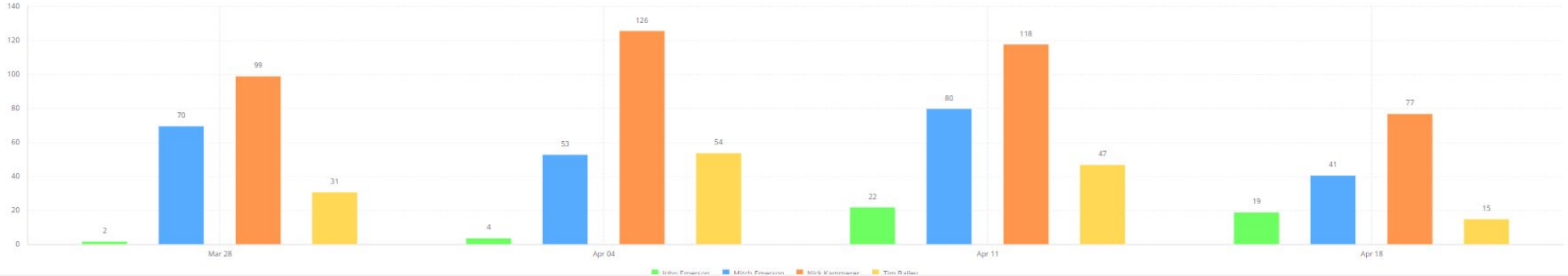
Last Login

User	Last Login Date
Rudy Bush	4/21/21
Nick Kammerer	4/21/21
Juan "Pancho" Roque	4/20/21
John Emerson	4/20/21
Daniel Aranda	4/20/21
Tim Bailey	3/25/21
Mitch Emerson	3/25/21

Labor Hours - Last 30 Days



Weekly Resolutions - Last 30 days

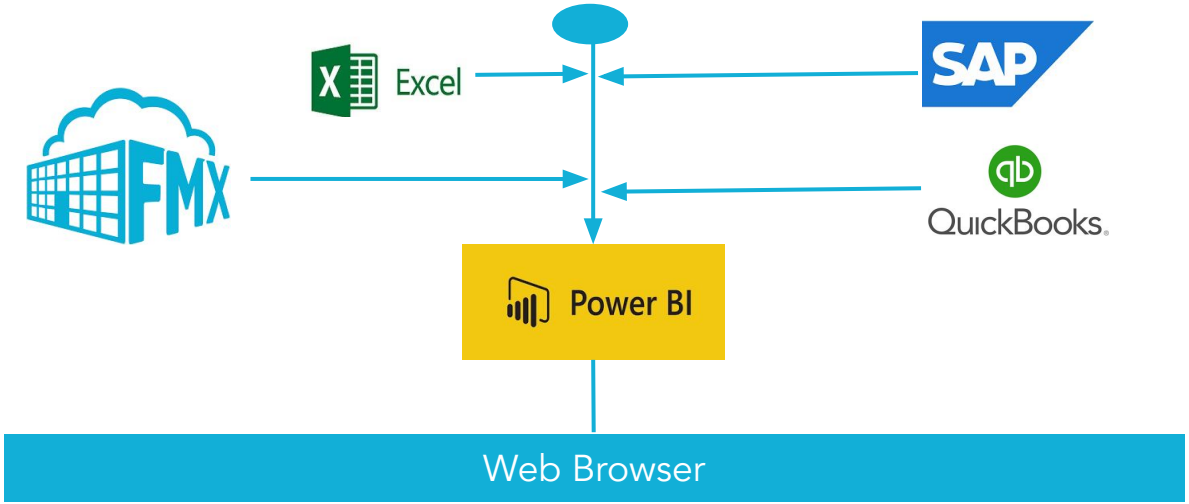


Promote transparency by tracking user adoption details.

Advanced Dashboards & Reports

Overview

Report Architecture Example



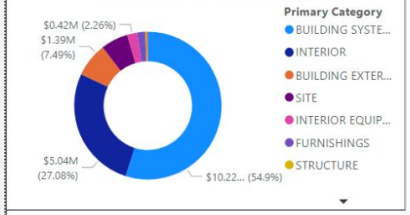
With our Advanced Dashboards & Reports, you can bring together multiple data elements - spanning multiple systems - to see what's important to you. This gives you maximum flexibility and control in managing your facilities and maintenance operations.

Capital Planning Report Example

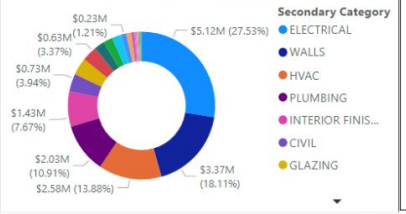
Capital Planning Dashboard

$17,725,685.16	$886,284.3	$18,612,244.46	0.08
Total Repair Cost	Total Soft Cost	Total Project Cost	FCI

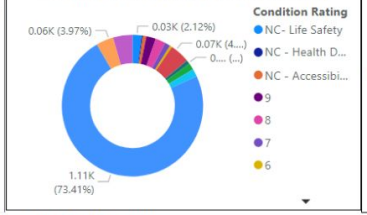
Total Cost by Primary Category



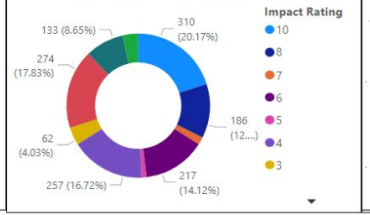
Total Cost by Secondary Category



of Equipment Items by Condition Rating



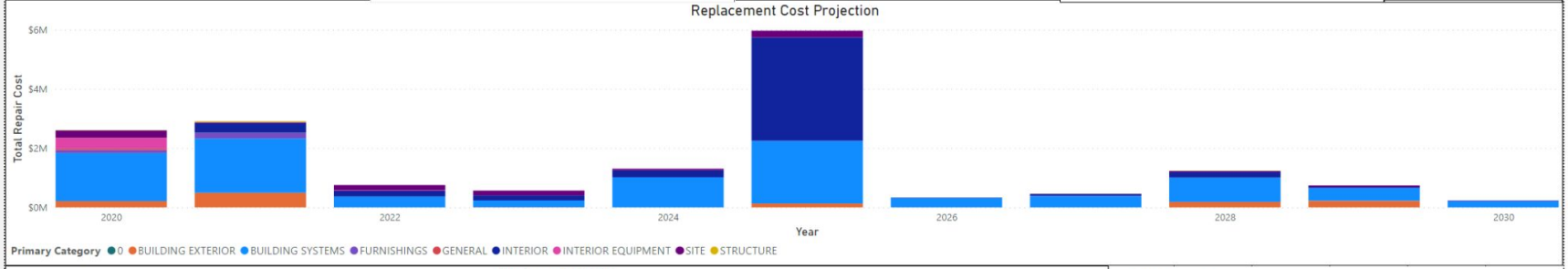
of Equipment Items by Impact Rating



Building Filter

Search
(Blank)
Aaron, Dolores T. (Little Wo...
Abrams, Ray
Abramson High School
Alexander, Avery
Allen, Henry W.
Ashe, Arthur
Audubon School
Banneker, Benjamin
Bauduit
Bethune, Mary McLeod (OLD)

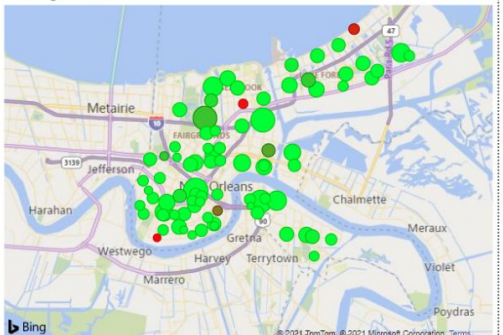
Replacement Cost Projection



Equipment Details

Tag	Building	Equipment Type 1	Equipment Type 2	Primary Category	Secondary Category	Impact Rating	Comments
ARCHITECTURAL	Ashe, Arthur	C20 Stairs	C2010 Stair Construction	INTERIOR	INTERIOR STAIRS	10	Guardrails on original stairs are not code not compliant grasp diameter. 4 total sta entry 1st to 2nd = 84LF).
ARCHITECTURAL	Douglass, Frederick A.	E10 Equipment	E1023 Theater & Stage Equipment	INTERIOR EQUIPMENT	THEATER/ASSEMBLY	1	Noncompliant stairs (no handrail, broke
ARCHITECTURAL	Douglass, Frederick A.	B10 Superstructure	B1012 Upper Floors Construction	STRUCTURE	FLOOR	10	Two non-compliant step-ups at each of non-compliant bathrooms. Approx. 7' of landing with polished sealed concrete.
ARCHITECTURAL	Douglass, Frederick A.	C30 Interior Finishes	C3030 Ceiling Finishes	INTERIOR	INTERIOR FINISHES	1	All food service areas contain popcorn te ceilings, fiber-type lay-in ceiling tiles and (popcorn & fiber tiles), liquid absorption (
ARCHITECTURAL	Douglass, Frederick A.	B10 Superstructure	B1015 Exterior Stairs and Fire Escapes	SITE	SITE IMPROVEMENTS	2	Provide ADA compliant handrails and gu
ARCHITECTURAL	Douglass, Frederick A.	C30 Interior Finishes	C3020 Floor Finishes	INTERIOR	INTERIOR FINISHES	3	Unsanitary chipping and flaking of paint
ARCHITECTURAL	Douglass, Frederick A.	B10 Superstructure	B1014 Ramps	BUILDING EXTERIOR	VERTICAL CIRCULATION	8	Ramp missing guardrail
ARCHITECTURAL	Douglass, Frederick A.	C30 Interior Finishes	C3010 Wall Finishes	INTERIOR	INTERIOR FINISHES	2	Unsanitary flaking of painted plaster wal doors and trim in Kitchen and Cafeteria
ARCHITECTURAL	Douglass, Frederick A.	C20 Stairs	C2010 Stair Construction	INTERIOR	INTERIOR STAIRS	10	2 Band Room stairs of 3' Width and 3' he needed. 4 Auditorium Stairs. 3' Wide. 3' ADA access to stage. Approx. 40' of ram

Building Locations



RFP NO. 24-D
AEPA | Part D - Samples of Training Services

Prepared by Facilities Management Express (FMX)

Delivered by

Marc Stitt, Chief Strategy Officer, FMX
614.309.5998 | marc.stitt@@gofmx.com

September 7, 2023

Facilities Management Express
800 Yard St #115
Grandview Heights, OH 43212

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Implementation

FMX provides these FMX Implementation Requirements to customers prior to the beginning of the implementation process. This document outlines the project
assumptions, checkpoints, and meetings throughout the implementation process. After working through over 1,000 implementations, these are FMX's recommended best practices to ensure optimal success with your chosen FMX solutions.

Project assumptions

The following assumptions define the project's full scope and the parameters of what is in-scope and out-of-scope.

- Sufficient and appropriate Customer resources set forth need to be available during the project (for both onsite and remote work).
- Customer will provide a point of contact (e.g., project manager) who is empowered to make decisions and approve direction. This resource will be available at least once each week to meet, review progress, provide feedback and guidance. Customer needs to communicate regularly with FMX and provide FMX with timely feedback.
- Customer and FMX will jointly manage the project, and each party will manage its resources. All Customer resources shall be available for the duration of the project. Customer will be responsible for managing all assigned project management tasks. Client's IT team will be responsible for the Single Sign-On (SSO) setup.

Project team composition

FMX will provide the following resources during implementation:

Role	Description
Customer Success Manager	Responsible for project oversight and collaboration with client project management team, FMX site configuration, oversight of mass data importing, and client training.

Customer Success Specialist	Responsible for mass data importing, SSO login button configuration, existing integration configuration.
Account Manager	Responsible for the management of client projects post-launch and sharing FMX product innovations.

Customer will provide the following resources during implementation:

Role	Description
Implementation POC(s)	Responsible for project oversight, resource management, stakeholder interactions and liaison, existing process flows, setup, configuration, and customization of the FMX workflows
Process Owners/Stakeholders	Responsible for participating in requirements gathering, prioritizing requirements
FMX Administrators	Responsible for participating in existing process plows, setup, configuration, and customization of the FMX workflows, daily administration of FMX post-launch.

Data importing

An organization's data on buildings, assets, etc., are the building blocks of an FMX site. Some data is required to use FMX, while other data is optional. Depending on Customer's workflow and reporting needs, some optional data may be needed during the initial implementation. All required data will need to be provided from the Customer to FMX within 7 days of the kickoff meeting in one of the acceptable formats listed below before the Admin Training.

Required data:

- Buildings
- Users

Optional data (may be required depending on Customer's workflow and reporting needs):

- Locations/Resources
- Equipment
- Inventory
- Historical Work Requests
- Historical Planned Maintenance
- Historical Schedule Requests

The following are acceptable data import formats:

- Excel format (cannot be a converted image or PDF file)
- Comma Separated Value (CSV)
- SQL backups
- JavaScript Object Notation (JSON)

The following formats are not acceptable data migration formats:

- Attachments
- PDF files
- Scanned copies
- Paper copies
- Floppy discs

Other free services provided by FMX during initial implementation (additional fee-based services are available after the initial implementation):

1. Data migration from another system

- Transferring data from other software to FMX. To complete this data migration
- FMX will need:
    - Ability to access other software system(s)
    - Data in an Excel, CSV, or other acceptable format from the list above

2. Form Configuration

- FMX will create your request forms for you. To complete the form configurations
- FMX will need a copy of Customer forms. These can be in Excel, CSV, Word, or PDF files.

Timelines for services*:

Type of service	Standard due dates (business days)
Data migration from another system	30
Data import	Up to 15
Form configuration	10

***Timeline for services is dependent on Customer providing and communicating timely with FMX**

Single sign-on (SSO)

FMX provides a support agent to enable the SSO feature for FMX. FMX does not configure the SSO database for your organization. FMX supports the following protocols for SSO:

- WS-Federation
- Google OAuth
- SAML-P

Supported browsers

The following are a list of FMX supported browsers:

- Google Chrome (recommended) – Version 50+
- Mozilla Firefox – Version 4+
- Apple Safari – Version 5.1+
- Microsoft Edge – All Versions
- Microsoft Internet Explorer* - Version 11+

*Please note: While we support Internet Explorer, for the best FMX experience, we suggest using one of the other 4 browsers, as well as keeping your web browser updated.

Remote access

FMX is browser based and can be accessed on any device with a web browser (PC, Laptop, Mobile phone, tablet, etc.) Full functionality is provided on mobile devices and the user interface is tailored to make using FMX on smaller screens a seamless and productive experience. On mobile devices FMX also incorporates a barcode scanner than can be utilized to look up information, or assign equipment or inventory to work orders.

Limitations on data storage

There are no limitations on data storage in FMX other than the file size limitation mentioned above. FMX does not limit the total amount of data stored in the system and will store data indefinitely barring the cancellation of a contract. In the event a client decides to cancel their contract with FMX, all data can be exported to excel or csv.

Meeting and process through launch

Meetings and Processes Through Launch	Estimated Days (Recommended)
Kickoff Meeting	Day 0
Data Review and Pre-Site Configuration • Data Input • Pre-Site Configuration • Single Sign-On (SSO)	Days 1-7
Admin Training • Data review • Workflow review • Admin settings review	Days 8-14
Training • Staff Training • Launch	Days 15-21
Post-Launch • One Month Post Launch	Day 21
Total	21 Days

Implementation timeline

- FMX's recommended 21-day implementation is shown for example purposes. FMX's implementation package includes a maximum term of 60 days. If implementation is not completed in 60 days, implementation will be reevaluated and the customer may be subject to an additional fee.
- The Services are provided in increments of full days and reviewed in each implementation meeting.
- All implementation and support work time is based on the FMX standard work schedule of Monday through Friday (8:00 am to 6:00 pm Eastern Time).
- Launch support will be provided as needed, including help from an FMX Customer Success Manager and Customer Success Specialist during their standard work schedule.
- The work will be performed remotely from FMX offices unless otherwise indicated. FMX will bill the travel and expense separately if onsite work is requested.

Definition of terms

- **POC** – Point of contact
- **CSV** - Comma Separated Value
- **JSON** - JavaScript Object Notation
- **SSO** – Single sign-on, or an authentication process that allows a user to access multiple applications with one set of login credentials
- **URL** – Universal resource locator, or the address of a World Wide Web page
- **QBR** – Quarterly business review
- **CS** – Customer Success
- **T&E** – Travel and expense

Kickoff meeting outline

Process	Steps	Resources	Commits & deliverables from FMX	Commits & deliverables from customer
	• Begin the FMX implementation • Project lead introductions • Establish desired outcomes • Develop a Launch Plan • Implementation overview • Introduction to Data Importing	**FMX participants:** Customer Success Manager **Customer participants:** Implementation POC(s), Process Owner(s)/Stakeholder(s), FMX Administrator(s)	**Kickoff PowerPoint** • FMX URL • CSM and FMX Support Contact Info • Meeting Dates **Implementation timeline** An estimate of launch date based on 60-day maximum **Import templates** For a list of FMX supported data migrations, please see the appendix below. **Pre-site configuration questionnaire**	**Pre-site configuration questionnaire** Commit to completing before data review and pre-site configuration meeting **Data** Commit to sending data that is in an Excel format to CSM **Training dates** Commit to having training dates before data review and pre-site configuration meeting

			CSM to provide a link to a questionnaire **SSO documentation** FMX to provide documentation for SSO configuration	

Data review and pre-site configuration meeting outline

Process	Steps	Resources	Commits & deliverables from FMX	Commits & deliverables from customer
Data Input	• Learn more about manual and mass data importing **Mass data importing** • Correlation of fields between previous system export and FMX • Confirmation that FMX has all the needed resources to proceed with mass data import	**FMX participants:** Customer Success Manager,Customer Success Specialist **Customer participants:** Implementation POC(s), FMX Administrator(s)	**Import templates and completion of data import** For a list of FMX supported data migrations, please see the appendix below.	**Manual data collection** Commit to gathering any building, location, equipment, inventory, or user information not included in data transfer and needed for the first value **Data import** Commit to sending data that is in an Excel format to CSM
Pre-site configuration	• Review of pre-site configuration questionnaire • Further discussion of desired workflow processes to be configured within FMX per module	**FMX participants:** Customer Success Manager **Customer participants:** Implementation POC(s), FMX Administrator(s)	**Site configuration** • User types • Approval processe • Request types • Equipment and inventory types • Forms • Misc. feature configuration	**Forms/documents** Commit to sending any forms or documents for configuration to CSM
SSO	• Customer to provide FMX with fully		**SSO enabled on FMX site**	**Metadata document/URL**

	configured metadata document or URL		• For a list of SSO options that FMX supports, please see the appendix below. • **NOTE:** FMX is not a consultant for configuring SSO services on your server.	Commit to sending metadata document/URL to CSM

Admin training meeting outline

Process	Steps	Resources	Commits & deliverables from FMX	Commits & deliverables from customer
Data review	• Review data questions as needed • Review of imported data to ensure accuracy	**FMX participants:** Customer Success Manager, Customer Success Specialist **Customer participants:** Implementation POC(s), FMX Administrator(s)	• Data import Process Complete • Solidification of the launch date • "Welcome to FMX!" email template	**Data import** Completion of data imports • Training plan o Choose a method for staff training and dates as necessary **NOTE:** All training is held remotely via a Zoom webinar session. Solidification of the launch date
Workflow review	• In-depth training on all aspects of workflow discussed in the previous meeting • Site to be viewed from all needed user types	**FMX participants:** Customer Success Manager **Customer participants:** Implementation POC(s), FMX Administrator(s)	• Workflow knowledge • FMXpert tip	

Admin settings review	• Brief training on the Admin Settings menu of FMX and all tabs involved	**FMX participants:** Customer Success Manager **Customer participants:** Implementation POC(s), FMX Administrator(s)		

Training meeting

Process	Steps	Resources	Commits & deliverables from FMX	Commits & deliverables from customer
Staff training	• In-depth training on all necessary workflow items for each training group • Training formats available: Webinar, self-service via pre-recorded video, self-service via written training guides	**FMX participants:** Customer Success Manager **Customer participants:** Implementation POC(s), Training groups	• Training videos • CSM to provide a link to training videos	
Launch	"Welcome to FMX!" email is sent to all staff	**Customer participants:** Implementation POC(s), FMX Administrator(s)	**First value** CSM to ensure Customer has started receiving value from FMX	**Launch FMX site** Commit to having staff begin submitting requests

Post-launch meeting

Process	Steps	Resources	Commits & deliverables from FMX	Commits & deliverables from customer
One Month Post-Launch	• Introduction to Account Manager	**FMX Participants:** Customer Success	BR PowerPoint	Attendance at One-Month

	• Revisit the desired outcomes stated during the Kickoff meeting • Review product modules • Identify new pain points • Set new goals and desired outcomes • Review new FMX features • Set regular Business Review cadence	Manager, Account Manager **Customer Participants:** Implementation POC(s), Process Owner(s)/Stakeholder(s), FMX Administrator(s)		Post-Launch Meeting

Ongoing training and support resources

Upon completion of implementation, FMX will assign a designated Account Manager for your school district. This contact will be the main FMX delegate for your school district throughout the lifetime of our relationship.

FMX offers a variety of training videos and support articles on our support center which can be found on our website as well as by clicking the “Help and Updates” link on the FMX application.

Additionally, ongoing training is included in the event the district requires additional training for new staff or refresher training to ensure proper utilization of FMX.

Support availability and timing

FMX support is available Monday through Friday from 8 am to 6 pm ET. Contact options include email (support@gofmx.com) and phone (844.644.4400). You can also schedule remote meetings with your AM by contacting them at their direct line or email.

Professional services

The following services are **not*** included with the standard implementation:

Onsite Training

The FMX Customer Success Team will go to Customer's location for training on the FMX software.

SQL Update

Allows bulk actions to be performed by FMX Customer Success Team to a customer's FMX site. FMX will perform this service in the FMX offices and deploy this to the customer's account automatically. Customer may have to supply FMX with their desired changes to their FMX site. The time to complete this service varies widely from as little as 10 minutes to as long as 30 days.

Development Updates

Service is performed by the FMX Development team to perform a mass update to a customer's site. The service provided by the development team usually includes a change to the FMX software code. FMX will perform this service in the FMX offices and deploy this to the customer's account automatically. Customer may have to supply FMX with their desired changes to their FMX site. The time to complete this service varies widely depending on the customer requirement, which has spanned from 2 weeks to 30 days depending on many factors.

Data Management

The FMX Customer Success Team will perform the data management service and enter all data into a customer's FMX site not in the FMX acceptable data import formats. This service also includes a mass change in data to a customer's FMX site. FMX will perform this service in the FMX offices and deploy this to the customer's account automatically. Customer may have to supply FMX with their desired changes to their FMX site. The time to complete this service varies widely depending on the customer requirement, which has spanned from 2 weeks to 30 days depending on many factors.

Facility Condition Assessment (FCA)

FMX provides a turnkey facilities condition assessment, preventive maintenance schedule, and capital forecasting report.

Reveal the condition, capacity, and lifespan of your HVAC, plumbing, and electrical systems.

- Gain a watchlist of items in poor condition to prevent the risk of sudden failure.
- Build a deferred maintenance backlog of assets past their expected lifespan.
- Measure each asset's individual capacity to optimize its usage.

***These services are available for an additional charge. To inquire about one of these services, reach out to your dedicated Customer Success Manager or Account Manager**.

Association of Educational Purchasing Agencies

Tabulation Report IFB #024-D - Computerized Maintenance Management System (CMMS Software)
Vendor: FAHM Technology Partners Inc

General Comments: FAHM Technology Partners would like to submit the above documents as a response to the Bid IFB#024-D-Computerized Maintenance Management System (CMMS Software)

General Attachments:
Part B, 8.1-8.8 Technical Requirements and Documentation.pdf
Part C – State-Specific Forms – FAHM Technology Partners.pdf
Part D - Questionnaire – FAHM Technology Partners.pdf
Part E – Signature Forms – FAHM Technology Partners.pdf
Part F – Pricing Schedule – FAHM Technology Partners.xlsx

Part D - Questionnaire

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Part D – Questionnaire – Name of Company***".
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company: FAHM Technology Partners Inc.

Company Address: 1013 Centre Road, Suite 403S

City, State, zip code: Wilmington, DE, 19805

Website: Fahmpartners.com

Contact Person: Denzil Solomon

Title: Vice President, Sales & Emerging Technology

Phone: 416-822-3624

Email: denzil.solomon@fahmpartners.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: _____ **public company** X **privately owned company**

In what year was this business started under its present name? 2018

Under what additional, or, former name(s) has your business operated? _____

Is this business a corporation? _____ **No** X **Yes. If yes, complete the following:**

Date of Incorporation: April 17, 2012

State of Incorporation: Ontario, Canada

Name of President: Iqbal Khan, Managing Partner

Name(s) of Vice President(s): Ali Iqbal, Technical Partner

Name of Treasurer: _____

Name of Secretary: _____

Is this business a partnership? X **No** _____ **Yes. If yes, complete the following:**

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? _____ **No** X **Yes. If yes, complete the following:**

Date of Purchase: _____

State Founded: Ontario, Canada - HQ, Wilmington, DE – USA HQ

Name of Owner/Operator: Iqbal Khan

Is this business different from those identified above? X **No** _____ **Yes**

If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? X **No** _____ **Yes**

Is this business minority-owned? _____ **No** X **Yes**

Does this business have an Affirmative Action plan/statement? _____ **No** X **Yes**

Business Headquarter Location

Business Address	100 Mural St. Suite
City, State, zip code	Richmond Hill, ON, Canada, L4B1J3
Phone	1-905-747-3313
How long at this address?	11 Years

Business Branch Location(s)

Branch Address	1013 Centre Road, Suite 403S
City, State, zip code	Wilmington, DE 19805
Branch Address	Rua Coronel Emídio Piedade, 378
City, State, zip code	Brás, São Paulo – SP, 03018-010
Branch Address	Carrera 7 No. 73 – 55 Of. 1001
City, State, zip code	Bogotá D.C., Colombia
Branch Address	Av. Insurgentes Sur 1605 Piso 10
City, State, zip code	Col. San José Insurgentes, C.P. 03900, Ciudad de México
Branch Address	Eagle House 28 Billing Rd
City, State, zip code	Northampton NN1 5AJ, United Kingdom
Branch Address	36 Edward Street
City, State, zip code	Port of Spain, Trinidad and Tobago

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Higher Education Institutions	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Counties, Cities, Townships, Villages	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
States	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Other Public Sector & Non-profits	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.

Private Sector	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Total	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2021	2022	2023 YTD
K-12 (public & private), Educational Service Agencies	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Higher Education Institutions	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Counties, Cities, Townships, Villages	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
States	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Other Public Sector & Non-profits	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Private Sector	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.
Total	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.	FAHM is a private company and does not share the requested information.

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Iqbal Khan	Partner	416-416-881-7886	ikhan@fahmpartners.com
Sales Manager	Denzil Solomon	VP, Sales & Emerging Technologies	416-822-3624	Denzil.solomon@fahmpartners.com
Marketing Manager	Mizaan Lokhandwala	Marketing Manager	647-936-7341	Mizaan.lokandwala@fahmpartners.com
Customer & Support Manager	Don Barry	Principal, Asset Management Practice	416-209-0493	Don.barry@fahmpartners.com

Distributors, Dealers, Installers, Sales Reps	Denzil Solomon	VP, Sales & Emerging Technologies	416-822-3624	Denzil.solomon@fahmpartners.com
Consultants & Trainers	Don Barry	Principal, Asset Management Practice	416-209-0493	Don.barry@fahmpartners.com
Technical, Maintenance & Support Services	Ali Asghar	Partner, Technology	416-705-1425	aasghar@fahmpartners.com
Quotes, Invoicing & Payments	Nate Duemler	Project Management	616-450-4627	Nate.duemler@fahmpartners.com
Warranty & After the Sale	Denzil Solomon	VP, Sales & Emerging Technologies	416-822-3624	Denzil.solomon@fahmpartners.com
Financial Manager	Hassan Khan	Director, Finance		Hassan.khan@fahmpartners.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State

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.

FAHM is an IBM Business Partner. FAHM and IBM co-sell and support the IBM sales team across North America. Both FAHM and IBM have an existing deep understanding of the Maximo product set, and this is supported through frequent training (both online and in webinars) on the product's core functions and features, as well as the emerging functional and technical options.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. 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 AEPA.

FAHM partners with and leverages the IBM Salesforce across the United States to sell IBM Sustainability solutions (including Maximo). FAHM Technology Partners operates in six countries, in which it sells IBM Sustainability products and leads the implementation of these IBM products.

Products, Services & Solutions

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.

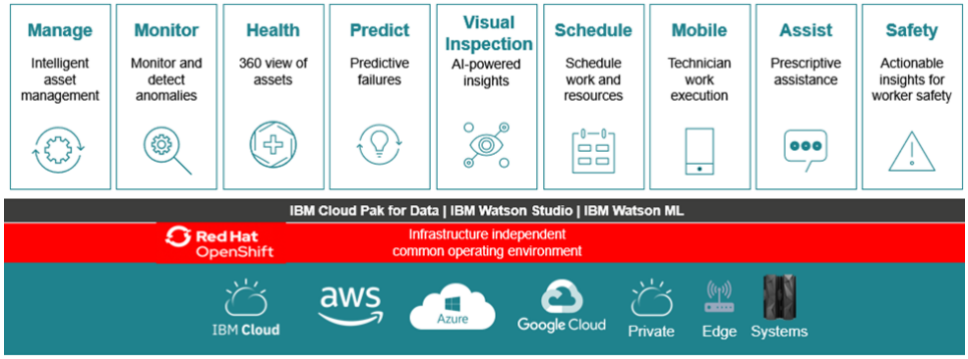
FAHM proposes IBM Maximo Application Suite with Maximo Manage as the base solution. Other Maximo optional functionalities that can be added to the base Maximo Manage can include:

- Scheduler,
- Mobile,
- Safety,

- Assist,
- Monitor,
- Health,
- Predict,
- Visual Inspection, and
- Maximo for Spatial Assets (if applicable).

Maximo Application Suite has multi-cloud deployment logic. RedHat OpenShift drives this as the foundational technology that separates the management of ten Maximo Suite applications from the infrastructure management. This allows clients to focus on the application value to deliver business results. Maximo Application Suite is an integrated offering of the multiple applications shown on this slide, each solving real business problems. While it is an integrated solution, clients can still choose what applications they deploy, where, and when.

Maximo Application Suite is an integrated offering of multiple applications, each solving real business problems. While it is an integrated solution, clients can still choose what applications to deploy and when.



Maximo has a deep-seated history of Asset Management performance in many markets and industries.
In the Public sector across North America, Maximo is being used federally, at the state level, municipally, and more.

FAHM believes that US government entities are best served by starting with the Maximo Manage set of applications on a SaaS platform to address its listed requirements. With Maximo Manage in place, the entity is foundationally set for future functional growth requirements as it considers moving into Application Performance Management and Automation functionality.
The Maximo Manage Application provides robust asset lifecycle management and maintenance management functionality.

IBM Maximo Manage has helped their users:

- Improve asset visibility by increased awareness of asset locations, conditions, and commitments
- Reduce planned and unplanned asset downtime
- Maximize asset productivity
- Improve service planning and scheduling
- Reduce the risk of business disruption
- Retain and exploit asset management records for general reporting, cost justification, and regulatory compliance
- Improve capacity planning and forecasting
- Defer or avoid capital expenditures through increased efficiency
- Support safety initiatives
- Eliminate the license and administrative costs for multiple “point products.”

- Integrate physical asset management into a growing family of whole-business visibility, control, and automation options from IBM

IBM Maximo Manage features and functionality are described in the following two Tables.

Work management	Asset management	Planning and scheduling	Mobility
• Job plans for recurring tasks • Predictive maintenance • Manage labor, skills, and qualifications • Mobile enablement for better point-of-failure data collection	• Location/function, work, and cost history • Roll-up costs • Asset modeling • Improved asset safety	• Ensures assignment of the right person with the right skills • Drag-and-drop team assignments and accelerated schedule optimization	• Connected and disconnected capabilities • Ensures data capture at the point of work for better accuracy •

Supply Chain	Service Management	Health, safety, & environment	Analytics
• Manage inventory across storerooms and sites for better visibility • Eliminate costly off-contract buying • Improved monitoring of vendor performance • Fully manage receipts, inspections, and vendor payments	• Deliver on internal and external contracts • Track SLAs and performance	• Standardize practices • Operators log risk assessment and incident management, investigation, and correction • Planning for hazard identification, risk assessment, and risk control	• Descriptive, predictive, and prescriptive analytics • Built on industry-leading Cognos • business • intelligence software • Available and customizable by user type •

Maximo Optional add-on Products:

FAHM believes a government entity client would be best served by starting with the Maximo Manage set of applications on a SaaS platform to address its listed requirements. With Maximo Manage in place, a government entity is foundationally set for future functional growth requirements as it considers moving into Application Performance Management and Automation functionality.
The primary functions of Maximo Manage are featured in the two Tables in the above section.
The capabilities of the Maximo Manage solution include an application for Work Management where clients capture reported issues or corrective maintenance activities, emergency work, or preventive work. A library of job plans can be built to capture exact steps, lockout/tag out procedures, and resource requirements, including any parts, labor, and tools needed to complete the work.

Preventive maintenance schedules have advanced options for planning work based on time or actual usage (meter-based) and can be indicated as seasonal. There are also preventative maintenance masters and children to provide full capabilities to ensure Original Equipment Manufacturer (OEM) recommendations are being followed and documented to ensure warranty compliance.

Asset Management applications allow clients to document asset inventory and the relationship and dependencies between assets and systems and track the critical spares and rotables needed to maintain those assets through their useful life effectively.

A full set of supply chain functions, from storeroom and parts management to procurement, receiving, and invoicing, support the demand and fulfillment of MRO (maintenance, repair, and operations) inventory needed to support asset maintenance activities.

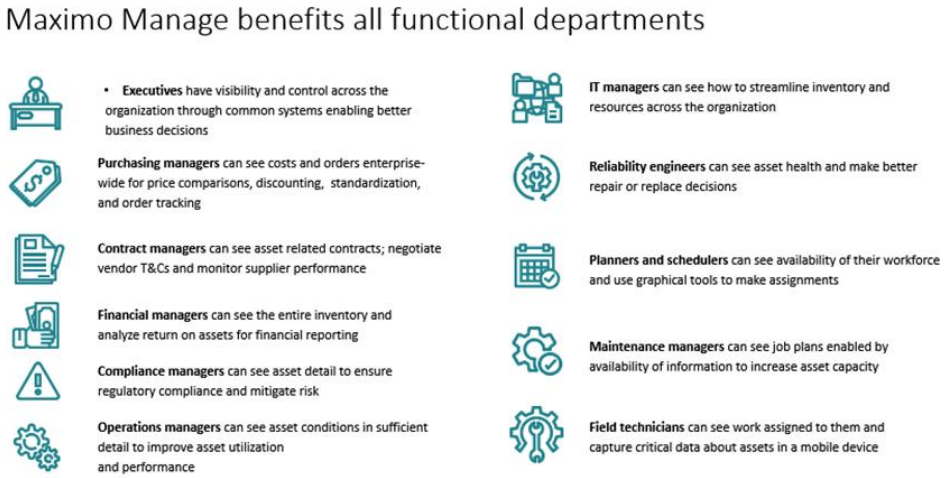
Another factor includes a Gantt chart (visual bar chart of a schedule) view interface for planners and schedulers, whether it is long-term planning – looking at forecasts out 6 months or more to short-term (week views) are available to manage through a drag and drop interface easily. For the internal and external workforce requirements, the scheduling optimization engine can map the outstanding work to the resource and asset availability windows matching craft and skill requirements and provides an automated schedule that could be further modified as needed.

A full set of environmental health and safety (HSE) applications support best practices for managing change activities, risk assessment, criticality matrixes, and other capabilities like permit to work and tracking of labor certification and training requirements.

Managing a client's maintenance activities as a business, with cost recovery and SLAs for internal or external clients, is also supported through a set of Service Management applications. This ensures clients are setting the right expectations and turnaround times and have visibility into work progress that will ultimately increase client satisfaction levels.

Layering this robust analytics engine and mobile framework across these capabilities is essential in providing access to the insights and data needed to succeed in a client's asset reliability and Maximo Application Suite journey.

A representative list of who can benefit from Maximo Manage is shown in the Figure below.



Maximo Application Suite is organized to easily complement Maximo Manage with additional functionality, such as:

- Monitor
- Health
- Predict
- Visual Inspection
- Schedule
- Mobile Assist
- Assist
- Safety

Interfacing with client GIS products is also possible as an option to the base Maximo Manage.

Maximo Application Suite is the catalyst for guiding clients along the journey to this new operating model. It is a journey that often starts with Manage and then can be coupled with Monitor to look for and detect anomalies through sensor data. This anomaly detection is augmented with Visual Inspection using visual AI models to detect issues often missed or not detectable by the human eye. Then, when augmented with Health and Predict, asset failures can be predicted prior to them happening which avoids costly downtime.

IBM Maximo History

Maximo has been a cross-industry leading Enterprise Asset Management Solution for more than 20+ years (Gartner). The following figure summarizes Maximo version 7.6.X's history as an on-premise solution.

The general trend and direction for most organizations is to move to an EAM solution that is offered as a Software as a Service (SaaS) solution.

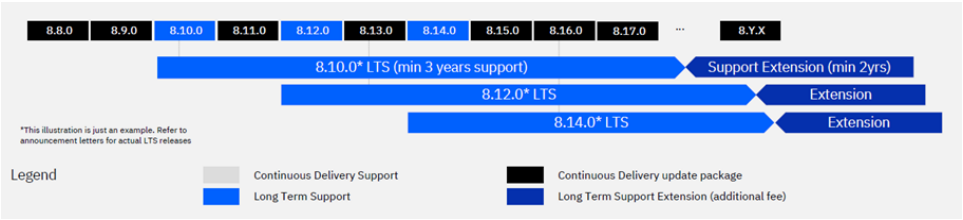
SaaS solutions offer attractive benefits to many organizations, including:

- Freeing up IT to pursue innovation that differentiates the company.
- Opening up the technology stack to evolve through integration and experimentation.
- Allowing for the company to orient towards digital disruption and customer-driven strategies.
- Supporting disaster recovery and 24/7 access anywhere
- Enhanced security protects data and users
- Real-time utilization and usage monitoring for optimizing users, processes, and data
- Easing the adoption of frequent upgrades and patches with perpetually up-to-date platform
- Delivering faster implementations. “Lift and shift” for speed and agility
- Freeing up working capital associated with licenses and hardware

IBM Maximo Application Suite (MAS) is a SaaS solution. The expected version will be 8.10 or higher. IBM MAS v8.10 signifies a change of lifecycle support policy from “IBM Standard” to “IBM Continuous Delivery.” CD update packages (v8.x) incrementally deliver new capability, and regular maintenance releases (v8.x.y) deliver defect fixes for the most recent two updates.

IBM’s Maximo MAS is now SaaS supported with their recently released IBM Maximo Application Suite Continuous Delivery support lifecycle approach. Release updates are roughly quarterly.

A diagram of how IBM expects to release updates is shown in the following figure.



FAHM will manage, through IBM, the entire cloud computing stack (the customer’s Maximo-related HW, OS, middleware, DB requirements) and is 100% responsible for supporting and maintaining it.

We provide a one-stop shop for SaaS and Services. FAHM leverages IBM’s Cloud Delivery Services (CDS) team with 10+ years of Maximo domain expertise to deliver both the SaaS Flex solution and accompanying services you may want to enhance your use of Maximo.

The IBM Maximo Application Suite (MAS) module is a Software as a Service (SaaS) version of IBM Maximo. It is hosted in an IBM-provided Cloud Data Centre. It is built to support scalability and will receive patches and agreed-upon updates. IBM manages the infrastructure (network, storage, and compute resources), applies upgrades and fixes to the application, and maintains the IBM software, infrastructure, and applicable security and privacy controls.

IBM provides the functional infrastructure for running the software for which IBM provides the support and necessary network, hardware, and system upgrades. The Production Environment comprises the MAS SaaS applications, systems, and supporting systems infrastructure, that the client accesses and uses on an operational basis to execute its business processes and transactions. The Production Environment includes redundancy and multi-active architecture for disaster recovery. Non-production environments can be utilized for activities such as development or testing.

SaaS provides an opportunity to decrease database license costs by taking advantage of Maximo's embedded DB2. No need for customers to learn DB2 because the IBM Cloud service manages it.

Our SaaS offerings eliminate guesswork and troubleshooting of underperforming environments, with full application and performance monitoring in place to deliver ideal response times and a positive user experience. Staying on Oracle is also a Maximo SaaS Flex option, with IBM taking over DBA responsibility. Upgrades, patches, and fix packs for Maximo applications, infrastructure, middleware, DB2, etc., are delivered by the IBM SaaS team and covered in the subscription price.

Migration to SaaS provides an opportunity for a business process review of Maximo's configuration and customizations to eliminate obsolete customizations, streamline configurations, drop extraneous and seldom-used reports, archive data, deploy new functionality not yet deployed, etc.

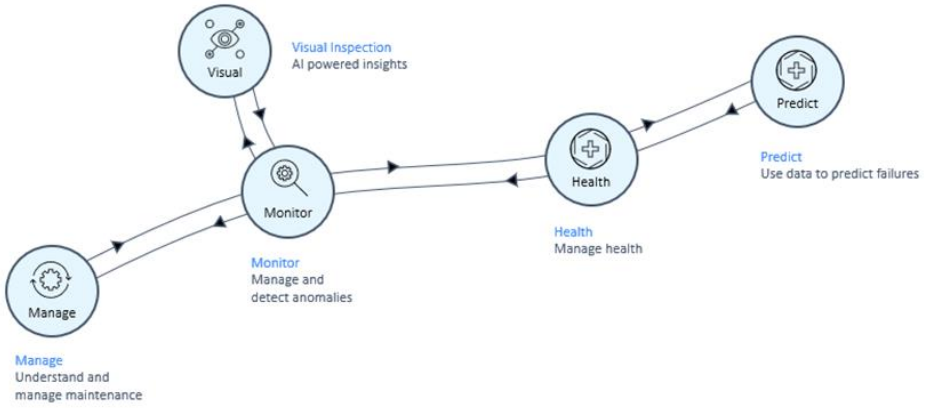
IBM provides 24/7 SaaS support. IBM MAS SaaS has a targeted availability service level agreement (SLA) target of 99.9% measured monthly and provides the necessary resilience to support compliance.

FAHM will adhere to the SLAs for IBM's Maximo Application Suite support as mutually agreed upon and will set up a disaster recovery and business continuity plan. FAHM will provide the option for the users to log issue tickets which the support team will monitor. These tickets will be prioritized and fixed based on the feedback from the customer.
Change activities will follow a similar process as the first deployment to production, which focuses on testing to adhere to the mutually agreed level of quality.
Change requests will be reviewed, validated and follow the below governance model steps:

- Functionality – What business problem does the desired feature intend to solve?
- Security – Is this feature fixing redundant backups or breach notifications?
- Integration – What are the integration points, and will customization be needed?

Major functionality deployments after the first deployment to production will be scheduled to be implemented in an off-season timeline where practical. This should be the case when the impact on the application is minimal, and it will not interrupt the user's daily operations. FAHM will work to build the application and confirm that the changes will not impact the needed functions and features of the solution. Planned changes will be tested and approved by the stakeholders prior to being moved into production.
The base solution, IBM Sustainability software solution (Maximo) can expect to have technical updates periodically throughout a 3-year cycle. FAHM does not anticipate functional updates to impact the planned solution. Should an IBM enhancement benefit the client and the affected Stakeholders, FAHM will make recommendations and suggest a timeline for these enhancements. A Change request and appropriate fees to the client would be applied to this type of enhancement.
*The following **Maximo Application Suite Solution Options that can be added to a base Maximo Manage** are described below. If selected, they would impact the software, SaaS, and implementation fees if added.*

FAHM suggests that a government entity consider these add-on options to complement Its Asset Management support at a later stage.



IBM Maximo Monitor

The asset of the future includes several integral parts, as outlined on the slide, exponentially increasing the efficiency and transparency of your operations.

IBM Maximo Health, Safety, and Environmental Manager

Maximo Health, Safety, and Environment Manager provides key extensions to Maximo Asset Management to provide critical applications for incident management, investigations, management of change, non-conformance management, action tracking, risk assessment, permit to work, regulatory compliance, and more; thus, the solution becomes the common thread between production, safety, and quality.

Maximo Predict

Offers Templates provided to build five common predictive models, a view of pre-built visualizations for the five common models, score predictive models using Watson, machine language tools, and use model scores to assess asset health.

A summary of some of the Maximo MAS additional features is shown in the table below.

Maximo Visual Inspection

Maximo Visual Inspection (MVI) allows business users to create AI models for their inspection needs easily. It leverages an end-to-end workflow associated with image labeling, model training, and deploying models using Maximo Visual Inspection (MVI).

Maximo Monitor, Health, and Predict Options

Maximo MAS Extension	Value	Application	Capabilities
Maximo Monitor	• Enhances the foundation for predictive maintenance and asset health • Alert notifications and drill-down capabilities for resolution teams.	• Integrates data from multiple sources about the operating state • Scales and visualizes operations across the enterprise through a single dashboard • Advanced analytics and AI that can quickly detect issues and leverage data from operating history	• Connecting the Enterprise • Operate at Scales • AI-Powered Anomaly Detection (at scale) • Root Cause Data Analytics • Journey to Predict

Maximo Health	• Reduced fleetwide operational risk by focusing on the right assets • Increase asset availability • Reduced unnecessary preventive maintenance • Reduce time making capital replacement planning decisions	• Consolidated global view of assets • Health visibility and analysis • Condition-based actions • Replacement planning	• Dashboard with cards, map view, spreadsheet view • Fleet-wide view and health drill down • Health-based notifications and actions • Flexible health scoring by asset type or groups • Sensor data integration • Refurbish/replace prioritization
Maximo Predict	• Reduce failures • Reduced maintenance costs • Improved asset utilization • Extended life of an asset • Increased production output	• Build asset failure models • Predict failures • Determine factors that contribute to failure • Score models with current sensor data	• Templates provided to build five common predictive models • View pre-built visualizations for the five common models • Score predictive models using Watson • Machine Language • Use model scores to assess asset health
Maximo Visual Inspection	• Catch failures sooner and prevent failures • Increase first-time fix rate and improve mean time to repair • Labor cost savings by auto-detection • Increase the level of service and revenue	• All-in-one application that provides data set labeling, model training, and deployment • iOS mobile app makes developing models and conducting inspections easy and portable • Easily configure and scale inspections at the edge using models built with Visual Inspection	• Ability to create and deploy working visual AI models in a matter of hours • Makes ingesting and labelling data, training customized models, and deploying models simple • Provides automatic labeling and augmentation to reduce manual work

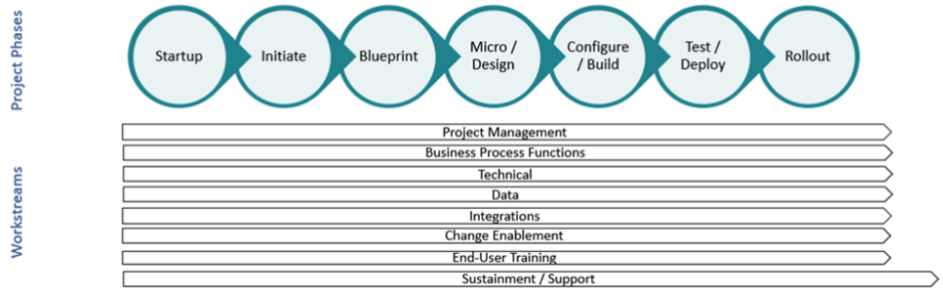
FAHM's Maximo Implementation Support Services and Approach.

FAHM suggests a Discovery Engagement as an early part of the Engagement will help to confirm and clarify the requirement categories, details, and scope. In this suggested Discovery Step, FAHM expects to work with the government entity personnel to confirm their listed foundational requirements by leveraging the Maximo Application Suite (MAS) (Maintenance Management and Asset Planning) and GIS functionality. This will include developing an approach applicable to the government entity's asset needs. This early focus will include application process considerations for:

- Administration, Security
- Asset Planning and Asset Hierarchies

- Service Requests, Work Management, Preventive Maintenance
- Planning and Scheduling, Mobility, GIS
- Inventory, Purchasing, Contracts, Financial

FAHM's Implementation methodology and approach for Maximo is represented in the following figure:



The implementation approach includes the following 'primary objectives' within each project stage:

Startup / Initiate	Blueprint	Micro/ Design	Configure / Build	Test / Deploy	Rollout	Support
Confirm alignment of project vision with the business strategy, goals, and objectives. Establish a clear scope definition. Define and implement the overall project structure and plan. Outline high-level strategy documents. Provide an Introduction of Maximo Training to the Client Core Team	Assess the current footprint and develop the target application and process designs. . Rationalize the requested Reports, Interfaces, Conversions, and Enhancements (RICE) components. Define the target infrastructure.	Develop detailed designs and build components to implement the target solution. Implement production infrastructure Develop training materials	Integrate components into a cohesive business solution. Finalize Training Materials. Execute tester training. Finalize Master Cutover Plan. Execute end-user training.	Thoroughly test the system. (Unit, System, Integration, SIT, UAT) The composite parts of the program are brought together and assembled into a working system and cut-over activities facilitate the transition to operations. Continue End-User training Go-live	Post-implementation support is provided. Stabilize solution	Support the AMS program. Provide systems operational support. Systems Support Help Desk

Potential Deliverables planned against this project approach:

Startup / Initiate	Blueprint	Micro / Design	Configure / Build	Test / Deploy	Rollout	Support
High-level Project Plan (baseline). Client Implementation Core Team Maximo Introductory Training	Target Process Design document The Development Environment is set up. Application Functional Specifications (up to 10 specifications documents)	Functional and Technical Specifications for Interfaces, Workflows, Reports, and Data Conversions (single document for each element)	Solution build Specific Test Scripts	Production Cutover Plan.	No formal implementation deliverables	No formal implementation deliverables

The solution is expected to address the government entity's listed needs for supporting and sustaining its Asset Management initiative challenges.

FAHM suggests a Discovery Engagement as an early part of the Engagement will help to confirm and clarify the requirement categories, details, and scope. In this suggested Discovery Step, FAHM expects to work with the government entity personnel to confirm their listed foundational requirements by leveraging the Maximo Application Suite (MAS) (Maintenance Management and Asset Planning) and GIS functionality (if applicable). This will include developing an approach applicable to the government entity's asset needs. This early focus will include application process considerations for:

- Administration, Security
- Asset Planning and Asset Hierarchies
- Service Requests, Work Management, Preventive Maintenance
- Planning and Scheduling, Mobility, GIS
- Inventory, Purchasing, Contracts, Financial

The suggested Discovery could work to confirm and align the insights that must be collected in the Implementation Blueprint Step. With the Discovery (and Blueprint) completed the government entity and FAHM can confirm the timeline and project-planned details for the rest of the program. This Program would include supporting the Asset Planning and Maintenance Management Implementation Steps (Detail Design, Build/Configure, Deploy, and Roll-out.)

FAHM has great skills and experience supporting Maximo and Asset Management-related strategy training. A partial list is provided in the section called "Training, Support, and Additional Services Available."

The following chart suggests who may be a candidate for this type of training.

- Maximo Administrators and Super Users
- Project Manager
- Maintenance Manager
- Maintenance Agent/Practitioner
- Operations Manager
- Maintenance Planner/Scheduler
- Maintenance Technician/Inspector
- Inventory Manager/Planner
- Warehouse Manager/staff
- Purchaser
- Finance Manager
- IT Manager

FAHM's Product is focused on IBM Maximo and its base Maximo Manage module. FAHM's pricing is packaged to support a "QuickStart" implementation of IBM Maximo Manage for up to 10 users, and a second product is provided to support "Basic Maximo Manage" for up to 40 users.

Pricing and sizing can be provided for any configuration mix (I.e., more users and/or additional IBM Maximo product and features when requested.

Project Implementation Option Assumptions:
FAHM has included as a base product and Implementation set two options for sizing and pricing a Maximo Manage implementation.
They have been called:

- **Maximo Manage QuickStart Implementation**
- **Basic Maximo Manage Implementation**

More complex Maximo Manage implementations can be addressed by contacting the FAHM team directly.

Assumptions for either of these approaches:

- FAHM will provide the Services under this SOW during regular business hours, ***8:00 AM to 6:00 PM, Monday through Friday local time,*** except on national holidays. If necessary, you will provide after-hours access to your facilities to FAHM personnel. Out-of-town personnel may work hours other than those defined as regular business hours to accommodate their travel schedules. The FAHM Remote team will work in the local Remote time zone.
- FAHM will set up a Project Team room, e.g., BOX, to track project issues, risks, action items, key decisions, defect tracking, documentation, etc.
- For those tasks where FAHM is dependent on the completion of client tasks or other client vendors, the Client and FAHM will assess the impact of any delay in the completion of tasks caused primarily by the client or its vendors and will determine whether a change control procedure needs to be invoked.
- Implementation is in support of a base Maximo Manage functionality only
- Maximo will be used as it comes "out of the Box" with no enhancements
- Work under this SOW will be performed remotely by FAHM.
- The Client will allow FAHM to send a database dump to FAHM's Remote location work they will perform
- The Client will accept FAHM's standard invoicing format and billing procedure.
- Up to 8 The Client students to attend the Maximo Introduction Fundamental Training will have basic computer literacy skills to ensure the course can be delivered as planned.
- Maximo Application Suite (MAS) 8.X (SaaS solution) will be implemented as a basis for the Client's solution.
- The standard Blueprint Implementation Phase will not be included as all client's requirements are expected to be known and documented by the client
- The Client will provide access to any existing functional and technical design documents for the existing customizations and interfaces.
- The Client will be responsible for the extraction and the quality of the data to be loaded into Maximo. FAHM will facilitate the loading of the data into Maximo
- FAHM expects that the data that is currently available will not require us to enrich it and will be imported "as received" into Maximo
- No changes to Inventory Management or Procurement areas of Maximo Manage are expected in Maximo
- The Client will provide FAHM with a business and process requirements document for the new asset management systems (MAS 8.X).
- The Client will design and manage changes to its Business Processes implemented in MAS 8.X. FAHM is not expected to design and implement any of Its business processes. FAHM will provide knowledge about Maximo's functionality to support any of The Client's business process changes.
- During the installation and testing performed under this SOW, any changes to be applied to client hardware or non-Maximo Client software that affects these Services:
    - will be reviewed by the FAHM Project Manager and The Client Project Manager before the changes are applied; and
    - If applicable, the client will provide the necessary support as per the Client's IT standards, which may include the Configuration of Maximo to work with The Client's LDAP Repository or SSO (Single Sign On) systems;
- The Client will make every effort to implement vanilla MAS 8.X. If customization is required, it will be considered out of scope and will follow the Change Management process put in place

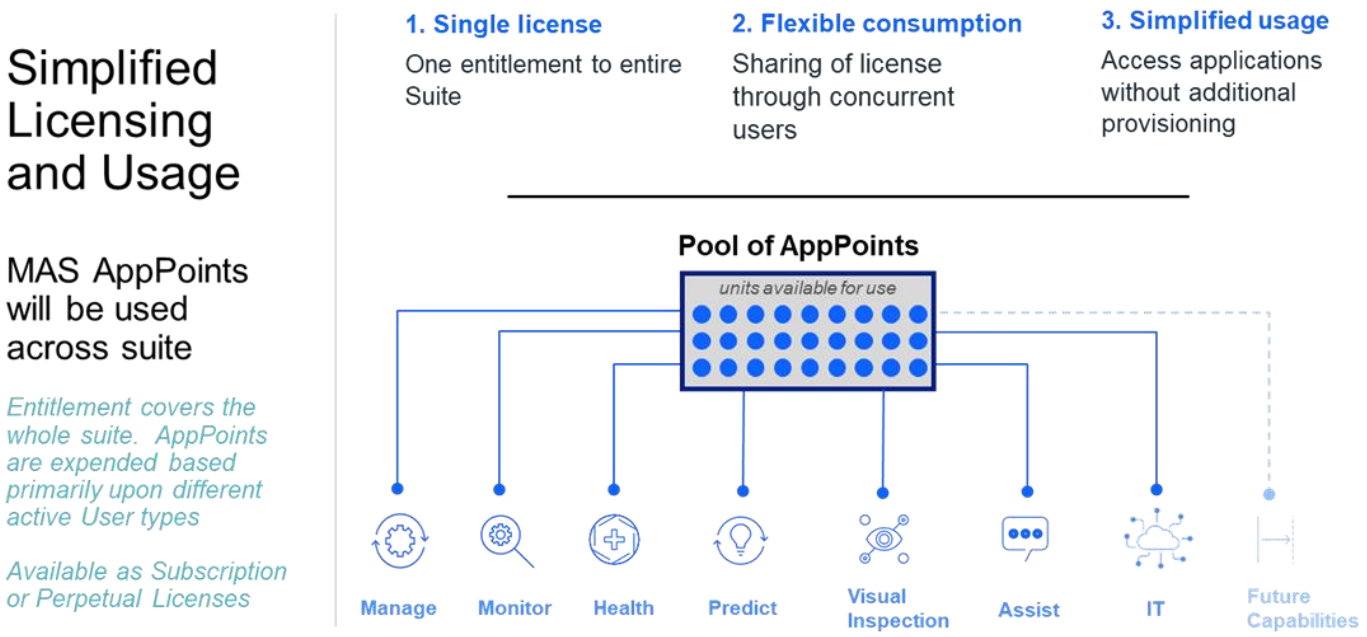
Unique Scope Assumptions by Implementation option:

Maximo Manage QuickStart Implementation	Basic Maximo Manage Implementation
• There will be up to 10 End Users over the first 3 years • Project Implementation over a 2-3-month period • There are no planned integrations • There is no SSO/LDAP integration assumed	• There will be up to 40 End Users over the first 3 years • Project Implementation over a 3–4-month period • The Client will have a Project Steering Committee operational at the commencement of the Project and will

• Application design will be based on Maximo's out-of-the-box functionality. The estimated effort assumes up to 5 screen changes in the application design. • No Mobile Requirements are expected to be in scope • Application design will be based on Maximo's out-of-the-box functionality. The estimated effort assumes up to 6 screen changes in the application design. • No Mobile application is considered in scope • Up to zero (0) custom BIRT reports (medium complexity) and changes for up to five (5) out-of-the-box reports are assumed • No Integrations will be addressed • All data conversions are out of scope. FAHM will assist the client in the Data conversion on a time and material basis (Not included in the package pricing). FAHM will provide the client with a data template and FAHM will coordinate the data loading into Maximo • No Maximo enhancements to Maximo planned · No Workflows are plan for this small engagement	have the ability to establish guidelines, clarify direction, and resolve project issues. • There are no planned integrations except for SSO/LDAP if required. • Application design will be based on Maximo's out-of-the-box functionality. The estimated effort assumes up to 10 screen changes in the application design. • A mobile solution (Maximo Mobile) may be part of this project. This proposal scope does not include hardware and related costs for the mobile solution. FAHM would happily provide a separate quote to the client for Mobile hardware when requested. • Up to zero (0) custom BIRT reports (medium complexity) and changes for up to ten (10) out-of-the-box reports are assumed • No Integrations will be addressed • All data conversions are out of scope. FAHM will assist the client in the Data conversion on a time and material basis (Not included in the package pricing). FAHM will provide the client with a data template and FAHM will coordinate the data loading into Maximo • No Maximo enhancements to Maximo planned • Up to two (2) low complexity configured workflows (<8 nodes per Workflow)

Users:

MAS utilizes the metric called AppPoints to track the entitlement to MAS. AppPoints can be allocated based on an individual user or a concurrent user – and are checked in and out of a license server for easy tracking of usage and ensured compliance. App points are allocated based on users at different levels.



The following table is utilized to determine the app points required for your program.

		Self Service User	Limited User	Base User	Premium User
Administration Users	Authorized	N/A	N/A	10 AppPoints	15 AppPoints
Application Users	Concurrent	0 AppPoints	5 AppPoints	10 AppPoints	15 AppPoints
	Authorized	0 AppPoints	2 AppPoints	3 AppPoints	5 AppPoints
	Applications	Self Service Applications • Service Requests • Desktop Requisitions • Requests (Oil & Gas) • Create/Review Incidents (HSE) • Vehicle Requests (Transportation) • Graphical Appt Book (Scheduler) • Bill review (Service Provider)	Manage 3 Modules: • Manage (Linear/Calibration/Spatial) • Manage Industry Solutions • Manage Add-ons • Maximo Mobile • 3rd Party Mobile Monitor Assist (requires install)	Manage Includes: • Linear • Calibration • Spatial (requires install) * Scheduler Health	Manage Industry Solutions • Oil & Gas, Aviation, Transportation, Utilities, Nuclear, Civil Infrastructure Add-ons • Asset Configuration Manager, Service Provider, Health Safety & Environment Manager Predict Visual Inspection (requires install)
Install AppPoints		SAP/Oracle/Workday Connector (80)	Civil Infrastructure (50)	Visual Inspection (45) Edge (1)	Spatial (20) Assist (150) Optimizer Limited (60) Optimizer (220)

Functionality

Provide a listing of modules for your product and what specifications from Section 5 are included in each.

1. MAXIMO MANAGE

The capabilities of the Maximo Manage solution includes application for Work Management where clients capture reported issues or corrective maintenance activities, emergency work or preventive work. There is a library of job plans that can be built to capture exact steps, lock out/tag out procedures and resource requirements including any parts, labor and tools that are needed to complete the work. Preventive maintenance schedules have advanced options for planning work based on time or actual usage (meter-based) and can be indicated as seasonal. There are also preventative maintenance masters and children to provide full capabilities to ensure Original Equipment Manufacturer (OEM) recommendations are being followed and documented to ensure warranty compliance.

Asset Management applications allow clients to document asset inventory as well as the relationship and dependencies between assets and systems and tracks the critical spares and rotables needed to effectively maintain those assets through their useful life.

A full set of supply chain functions, from storeroom and parts management, to procurement, receiving and invoicing support the demand and fulfillment of MRO (maintenance, repair and operations) inventory needed supports asset maintenance activities.

Another factor includes a Gantt chart (visual bar chart of a schedule) view interface for planners and schedulers, whether its long-term planning – looking at forecasts out 6 months or more, to short term (week views) are available to easily manage through a drag and drop interface. For the internal and external workforce requirements, the scheduling optimization engine can map the outstanding work to the resource and asset availability windows matching craft and skill requirements and provides an automated schedule that could be further modified as needed.

A full set of environmental health and safety (HSE) applications support best practices for management of change activities, risk assessment, and criticality matrixes and other capabilities like permit to work, as well as tracking of labor certification and training requirements.

Managing a client's maintenance activities as a business, with cost recovery and SLAs for internal or external clients is also supported through a set of Service Management applications. This ensures clients are setting the right expectations and turnaround times as well as have visibility into progress on work that will ultimately increase client satisfaction levels.

Maximo Manage module covers all specifications in the following specifications categories:

- Administration
- Work Order management
- Asset Management
- Materials Management
- Technology Work Management
- Budget Management
- Reports generation

2. MAXIMO MOBILE

Maximo® Mobile is a next-generation mobile application platform that allows users to securely access Maximo Manage functionality from a mobile device. Maximo Mobile is deployed with Maximo Manage.

The Maximo Mobile app is available for download from Google Play and the Apple App Store. After a mobile user installs the app on their device and connects to the Maximo Manage server, the Technician and Inspections apps, which are deployed on the server, are set up on the user's device. From the Maximo Mobile app, users can access the following functions:

- Approvals: Approve, assign, and monitor work. This function is only visible to users who have the authority to approve work.
- Assets: See the details of all your assets, including their specifications and associated meters.
- Help & Support: Lean more about how to use the app.
- Inspections: Input results in predefined forms and easily review previous results. Create reports from the results of in progress and completed inspections.
- Inventory Counting Use count books, ad hoc counts, and reconciliation to ensure valid inventory balances.
- Map: View the locations of your work on a map and plan your route. The map function requires IBM Maximo Spatial to be installed.
- Materials & Tools: See a checklist of the materials and tools that you need to complete your work.
- My Schedule: View detailed information about your work and complete work orders.
- Service Request: Open a service request to report an issue.
- Settings: Specify your preferences for the app.

Maximo Mobile covers all specification in the following specifications categories

- Wireless/Mobile management

3.

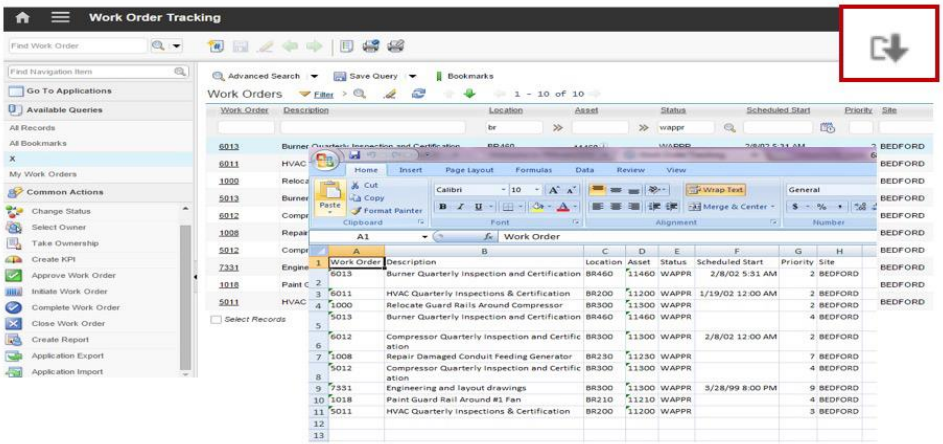
Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.
IBM works on a continuous update process.

Describe the reporting capabilities available to the customer. Provide sample copies.
IBM Maximo Asset Management collects vast amounts of data through its various applications, and enables users transform, visualize and act on the data through its Analytic and Business Intelligence (BI)suite of tools. Maximo provides an extensive portfolio of Analytic tools to do this. These tools meet the evolving and varying skill sets of your users, their use cases and preferences, along with the business needs and regulatory requirements of your organization and can be split in three categories. 1. **Application analysis tools** are tightly embedded within the Maximo applications. They are frequently accessed by users multiple times a day to provide listing of records and statuses. Their format is fixed to either a record listing, or a small range of chart options. Each are powered within Maximo's System

Framework, and no additional third-party tools are used. These tools frequently use the application queries, like Reactive work to complete today, Overdue Purchase Orders, or My kits to issue. Applying the application query capitalizes on the existing functionality – and provides a range of format options to see the results. The results can be an exported csv or xls file, a chart or listing of records on the start center, or a performance metric. They are categorized as analytic tools as they enable users to analyze a set of records or performance. However, they are not configurable, and their range of analytic features is limited. Application Analysis tools include Query by Example (QBE), Application Export, Results Sets and Key Performance Indicators or KPIs.

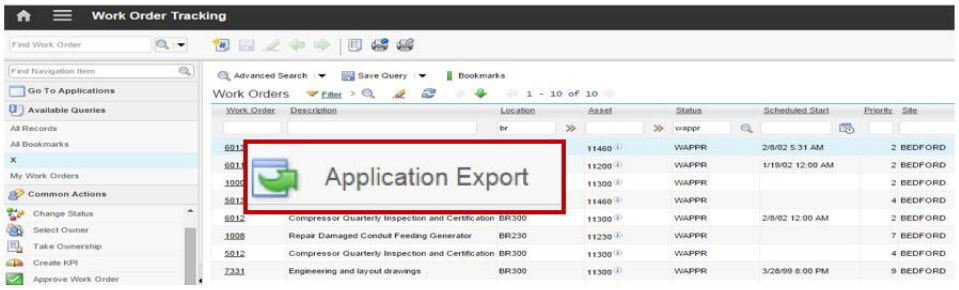
a. ***Query By Example (QBE)*** Available from all Application List pages, this functionality enables the user to immediately download the results to Microsoft ® Excel for additional analysis. This is a quick and simple way for all users to analyze key application data quickly and seamlessly. Available from all Application List pages, this functionality enables the user to immediately download the results to Microsoft ® Excel for additional analysis. This is a quick and simple way for all users to analyzekey application data quickly and seamlessly.

QBR Example from Work Order Tracking



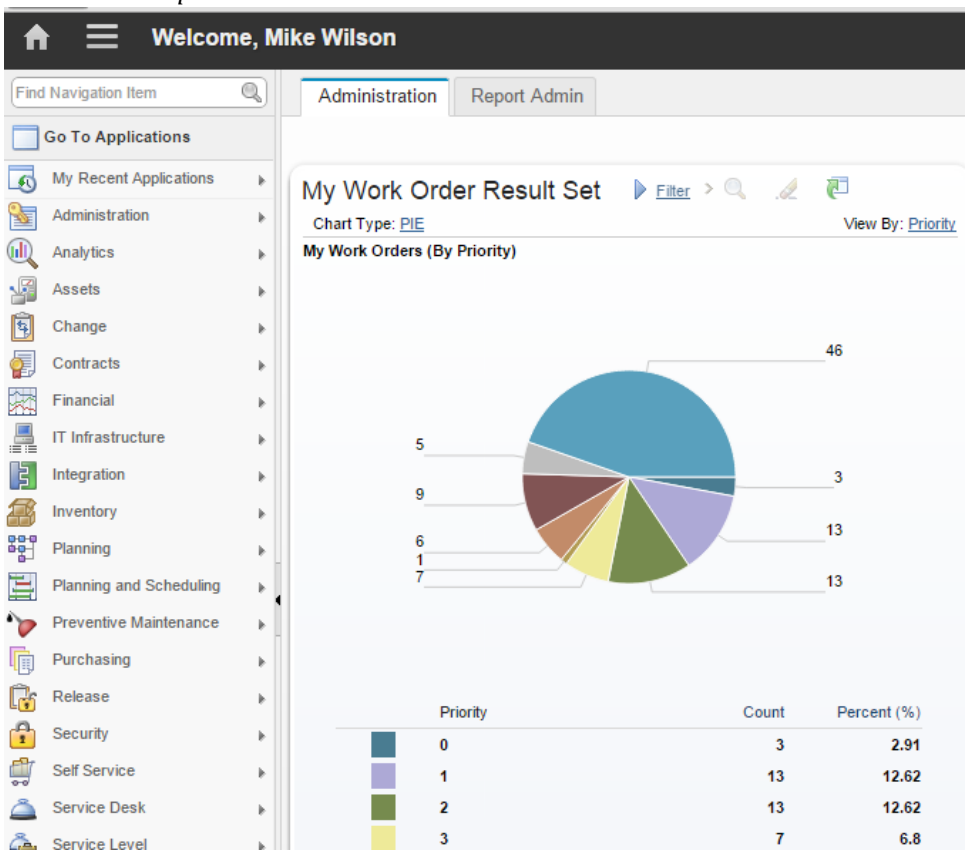
b. ***Application Export :*** This feature extends the QBE functionality by enabling multiple attributes from multiple objects to be downloaded to Microsoft ® Excel for additional analysis. Application exporting is enabled by Integration Object Structures, which pre-join the database objects and define which attributes are available for exporting. This is an excellent feature for using the application query in combination with a greater number of fields that QBE offers – in a spreadsheet format.

Application Exporting example from Work Order Tracking



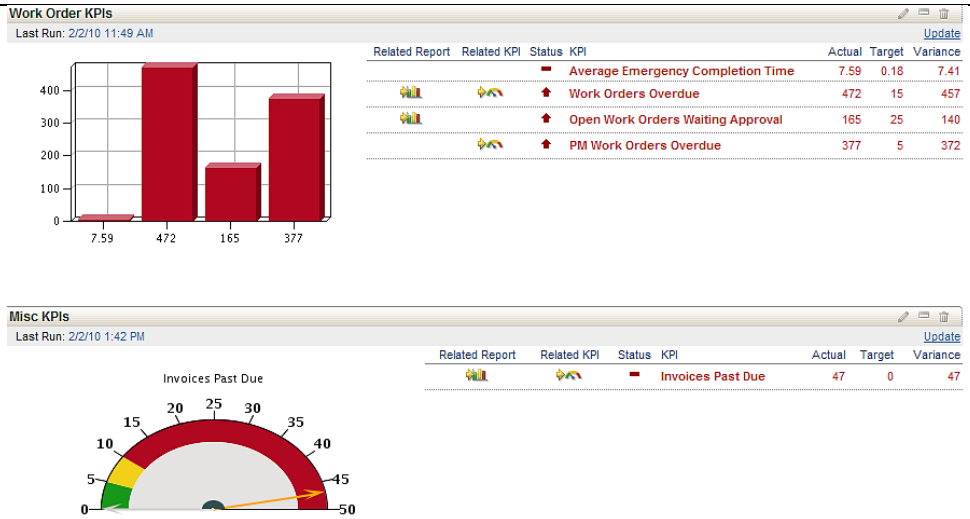
c. ***Result Sets:*** Result Sets display selected fields or charts on the user's Start Center. Results sets utilize predefined application queries, and starting with Maximo 7.6.0.4, attributes from multiple related objects can be displayed in result sets. Results sets are focused on user specific activities. Users can review the listings of the results and click on a record to be taken to the application where it can be acted on.

Result Set example on Start Center



d. ***KPI: Key Performance Indicators:*** KPIs are metrics highlighting performance against a set goal. KPIs are available in list and graphic format. They are used to quickly highlight status in red/yellow/green colors. Additionally, KPIs are able to link to other KPIs or related reports for additional data analysis. KPIs can be created within the KPI Template or Manager application. They can capitalize on existing application queries, or the administration can create the KPI with a new SQL statement. This SQL is combined with the Target, Caution and Alert Values to generate KPI results. KPIs can then be viewed by end users either on the Maximo Start Center, or the KPI Viewer application, introduced in Maximo 7.6. Using the KPI viewer application, a user can see the current KPI data, view its history and how it was calculated, along with interacting with others via its communication log. Examples of KPIs include Average Emergency Work Response Time, Percent of SLA Compliance, Number of Purchase Orders with 1 Line Item, Number of Inventory Turns, Percentage of Reactive Work Orders.

KPI examples on Start Center



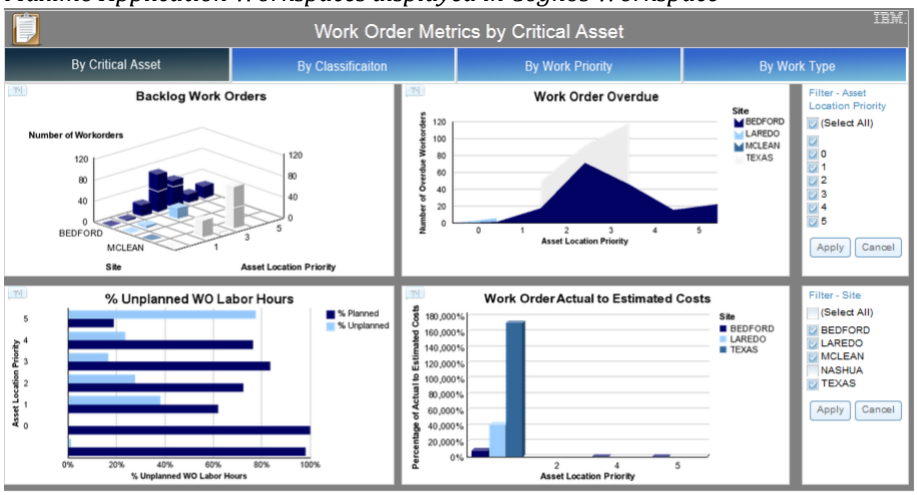
2. **Enterprise Reporting.** Reporting is the traditional Business Intelligence or analytics tool. Whether day to day, month or quarter end, ad hoc or analytic reports, Maximo provides you a depth of reporting tools and solutions to choose from. Enabling your report choices is Maximo's Enterprise Reporting Architecture. It has been designed to enable you to utilize the reporting tool or tools that is best for your unique business, regulatory, user and project needs. Four report options are available to you including:
   a. ***BIRT:*** BIRT, Business Intelligence and Reporting, is the embedded reporting tool in Maximo. It is installed when Maximo is installed and is seamlessly included throughout the various Maximo applications. Depending on the specific products customers are licensed for, over 110 reports are delivered with Maximo. These reports span the variety of applications, and include Analysis, Detail, Hierarchical, and Drill down Reports. Reports can update the database, hyperlink to one another to enable more detailed analysis, and refresh data dynamically. These reports are designed to quickly and clearly convey information to the end user, and approximately 20% include graphs, including pie, bar and line charts along with daily and monthly calendar views and control limits. The out of the box reports provide you a starting point for your custom report needs. You can quickly customize these reports to meet your individual business needs, and also utilize the delivered business logic to create any new reports you need.

   Maximo BIRT report examples

   b. ***Cognos Reporting:*** With Maximo Application Suite, you are directly entitled to use the Cognos Business Intelligence Server. This extends the suite of Maximo BI tools into a deeper level of

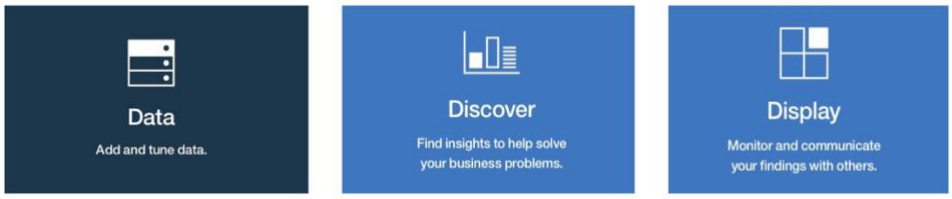
Enterprise Reporting. With Cognos, users can perform detailed drilldown analysis, and dynamically filter and re-display information to best meet their unique needs.

Maximo Application Workspaces displayed in Cognos Workspace



3. **User Analytics.** Maximo's newest category of analytic tools is User Analytics. User analytics empower business and power users to explore data themselves – without IT involvement. User analytics have become increasingly critical in today's volatile business world. Skilled business users need to be able to analyze and explore data immediately. They can no longer wait days, weeks or months for IT to create reports or dashboards – that once delivered – are outdated. Additionally, user analytics open the world of exploration. Unlike reports, where predefined fields are selected for analysis and content is monitored and managed by IT organizations, user analytics exposes fields or relationships that the user may otherwise not have thought to explore. Watson Analytics is Maximo's solution to User Analytics Watson Analytics is a cloud-based system which enables business and power users to refine, explore, discover and create displays of Maximo data. Watson Analytics contains three components or applications: Data, Discover and Display

Watson Analytics applications



These components enable you to

- Import data via csv files or direct connections to your data sources
- Receive Data Quality Scores
- Refine your imported data sets
- Explore your data by using Watson's Natural Language Processing
- Review predictive insights on influencers of individual or multiple data components
- Discover related attributes or features thru data investigations
- Create visual, dynamic dashboards of your Maximo data
- Display data in organized components or chapters in storybook format
- Share your insights with users via downloads, links, or email

Watson Analytics is a cloud-based service, which is licensed at a monthly rate per user. This licensing and costs are external to the Maximo licensing.

Indicate how long 'history' records are maintained for use by the customer.
IBM Maximo has the capability to keep "history" records indefinitely. Cron tasks can be configured to perform regular data cleanup as per the customer's needs.

Describe the system's security capabilities and the privacy protection available to customers. This should include examples of secure authentication methods used (i.e., Password Authentication protocol, Multi-Factor Authentication, Single Sign-on, etc.).
1. Security Management IBM maintains and follows standard mandatory employment verification requirements for all hires. In accordance with IBM internal process and procedures, these requirements are periodically reviewed and include, but may not be limited to, criminal background check, proof of identity validation, and additional checks as deemed necessary by IBM. • All IBMers are required to complete mandatory Cyber Security & Privacy training annually • All IBMers are required to complete GDPR training annually • All IBMers are required to complete mandatory Business Conduct Guidelines training annually Only IBM Maximo Application Suite SaaS personnel are permitted access to customer systems IBM Maximo Application Suite SaaS SRE personnel are required to use privileged access workstations to connect and work with our customer's IBM systems. These workstations meet IBM's highest and most stringent security guidelines. IBM Maximo Application Suite SaaS SRE personnel who are granted O/S or console level access to customer servers are required to use multi-factor authentication. Unique 2048-bit ssh keys are issued to each IBM user in order to connect to the IBM Cloud VPN. Phone based authentication via PIN is also required each time an IBMer connects. These factoring mechanisms are maintained, managed and issued by IBM Cloud Security and the IBM Maximo Application Suite SaaS Environment Operations Manager. IBM's internal network prevents employees from accessing malicious websites using Symantec Bluecoat and ProofPoint Targeted Attack Protection (TAP) IBM Maximo Application Suite SaaS SRE personal access credentials are role based and managed using an IBM internal access management system. Access is based by job duties (least privilege principal) in accordance with IBM IT Security Policy. The IBM Cloud Delivery Services security team performs the following processes to ensure only those individuals who require access to systems have it, and to ensure the right privileges are in place: Every quarter, a separation of duties review is performed by the IBM Maximo Application Suite SaaS SRE management team to ensure no one individual has a conflict of roles without adequate safeguards beings in place Every quarter, a review of user access is performed to ensure existing users and privileges are still required A defined process is in place to ensure individuals who leave the IBM SRE team, even if to other areas within IBM, have their UserID and privileges revoked The IBM Maximo Application Suite SaaS SRE team performs proactive management and deployment of patches, updates and fixes to the Application, Middleware, Database and O/S layers via a planned Maintenance & Outage Calendar IBM Cloud Delivery Services employs a defense in depth strategy (DiD) for boundary protection that includes firewalls and encrypted communications for remote connectivity to access the environment. All communications that cross this boundary are controlled and monitored. The IBM Cloud network ports are protected with firewalls, which serve as intrusion detection (IDS) and intrusion prevention (IPS) agents. Details regarding on IBM Cloud intrusion detection management is IBM Confidential information and covered under IBM Cloud SOC2 compliance (see compliance section below). All IBM Maximo and TRIRIGA SaaS environments are configured for Anti-Malware (Anti-Virus) protection and Endpoint Detection and Response (EDR) technology with associated telemetry. Status and alerts are monitored continuously.

2. **Customer Access**

IBM Maximo Application Suite as a Service is a public internet-based offering. Customers connect to AWS using HTTPS encryption over the internet There is no direct link, peering or private cloud option available for the IBM Maximo Application Suite SaaS offering. Every IBM Maximo Application Suite SaaS customer environment is delivered in a single tenant instance of the application, running on the Openshift platform.

All IBM Maximo Application Suite SaaS customers use HTTPS (SSL) encryption (256 bit) at the browser level to access IBM hosted applications. Connections are SHA-2 and TLS v1.2 compatible. IBM obtains and implements externally facing SSL certificates from a trusted Certificate Authority (CA).

All databases use native AES-256 encryption (data is encrypted at rest). Customers will not have direct access to the operating system, file system or web application server. Changes need to be requested through a Support ticket. Customers will not have DBAdmin or update access to any database. Updates need to be requested through a support ticket.

3. **Authentication Options.**

Maximo Application Suite supports local user authentication by MongoDB, Lightweight Directory Access Protocol (LDAP) authentication, and Security Assertion Markup Language (SAML) authentication. Regardless of where authentication is managed, access management and user privileges authorization is managed by Maximo Application Suite.

a. ***Local Authentication by MongoDB*** If no other authentication method is configured, user authentication is done by MongoDB, which acts as the default user repository. No additional configuration is required. With local authentication, Maximo Application Suite provides single sign-on (SSO) for all fully integrated applications.

a. ***LDAP authentication:*** With LDAP, the user authentication is managed by your LDAP server. You can configure your Maximo Application Suite environment to use your own corporate LDAP server. Maximo Application Suite provides SSO for all fully integrated applications, and you can also configure external applications to use the same LDAP server. With LDAP enabled, you can:

   i. Select to use LDAP authentication when you create new users. The user ID of the Maximo Application Suite user must match the ID of a corresponding LDAP user.

   ii. Synchronize your LDAP user registry with Maximo Application Suite, immediately setting up your suite users from your existing user registry. For synchronization, secure LDAP (LDAPS) is the only allowed protocol. Non-TLS connections are not supported.

b. ***SAML authentication:*** With SAML, the user authentication is managed by your SAML server. When SAML is enabled, you can:

   i. Select to use SAML authentication when you create new users. The user ID of the Maximo Application Suite user must match the ID of a corresponding SAML user.

   ii. Set up SSO for Maximo Application Suite and for any external application that supports SAML and that is accessed from the same browser.

4. **Penetration and Vulnerability Testing**

IBM's Product Transformation Center (PTC) conducts penetration testing on IBM Maximo Application Suite SaaS offering annually. IBM performs external and internal vulnerability scanning and subsequent remediation in all IBM Maximo Application Suite SaaS environments on a quarterly basis per IBM IT Security Standards (ITSS). This includes Operating System, Middleware, Application and TCP/IP vulnerability scanning. Vulnerabilities are assigned individual vulnerability ratings and exploitation categories (Critical, High, Medium or Low). These ratings are used to determine an IBM mandated time requirement to remediate and resolve the vulnerability. Vulnerability scanning results and logs are considered IBM Confidential Information and are not disclosed to customers or prospects.

SQL Injection - please see FAQ link below regarding how Maximo protects against SQL injection: https://www-01.ibm.com/support/docview.wss?uid=swg21419049

5. **Security Services**
   The IBM Maximo Application Suite SaaS team provides the following security and system access services. These services are included as part of the IBM Maximo Application Suite as a Service:
   c. ***Setup of SSL certificates and DNS registration.*** This is standard by default and allows for secure browser-based HTTPS (encrypted) access IBM Maximo Application Suite SaaS end users.
   d. ***Setup of IPsec Virtual Private Network (VPN)*** between client locations and IBM Cloud data center(s). VPN setup is optional and is used to provide direct read-only access to IBM on Cloud databases and LDAP authentication. Other uses are not currently available using VPN.
   e. ***Setup and configuration of SSO*** including OIDC (default), SAML and LDAP user authentication for IBM Maximo Application Suite applications. SSO configuration is optional but is included as part of the IBM on Cloud subscription.

6. **Data Security & Privacy (DS&P)**
   Manage application logging when configured with certain verbose options can allow for extensive information being gathered. This logging could include Personally Identifiable Information (PII) or Sensitive Personal Information (SPI). This information is generated and stored in plain text files on the application server. These logs are often made available to the customer upon request via SFTP. Application administration, including the logging configuration, are the responsibility of the customer, and it is highly recommended that logging PII/SPI is not configured unless absolutely required. The following document describes how to configure logs to exclude any data classified as PII or SPI: https://www.ibm.com/support/pages/node/2801463

   IBM Data Security and Privacy Principles for IBM Cloud services can be found at the link below: https://www.ibm.com/support/customer/csol/terms/?cat=data-security

   IBM Privacy Shield Privacy Policy for Certified IBM Cloud Services can be found below. This is applicable to EU-US and Swiss-US customers: https://www.ibm.com/privacy/details/us/en/privacy_shield.html

   Data Responsibility at IBM https://www.ibm.com/blogs/policy/dataresponsibility-at-ibm/ If a government wants access to data held by IBM on behalf of a SaaS client, IBM would expect that government to deal directly with that client

   Data Processing Addendum (GDPR) https://www.ibm.com/support/customer/csol/terms/?id=Z126-7870&lc=en#detail-document

7. **Data Privacy and Subject Rights**
   IBM Privacy Statement IBM's Privacy Statement describes IBM's general privacy practices and subject rights that apply to personal information. For complete statement details click on the link below. https://www.ibm.com/privacy/us/en/

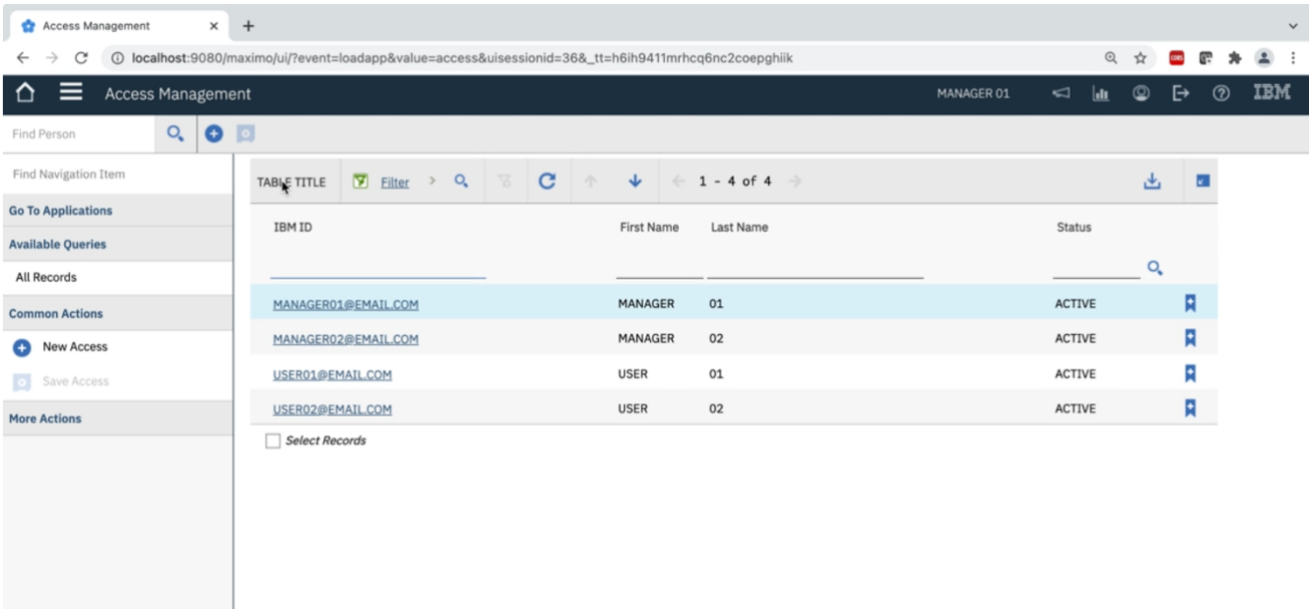
Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.

Self Service Portal URL: https://devops.maximo.com
The purpose of the Self-Service Portal is to empower our clients to access and execute selected services in both production and non-production environments. The Self-Service Portal is comprised of two main parts, the **Access Management Tool** for administering Access Requests, and the **Self-Service Automation** for submitting Service Requests. This portal is available to all IBM Maximo Application Suite as a Service (MAS SaaS) Customers.

1. **Access Management Tool**
   The Access Management Tool supports two user roles - standard users and manager users. Manager users have elevated accesses to manage the tool for their customer.

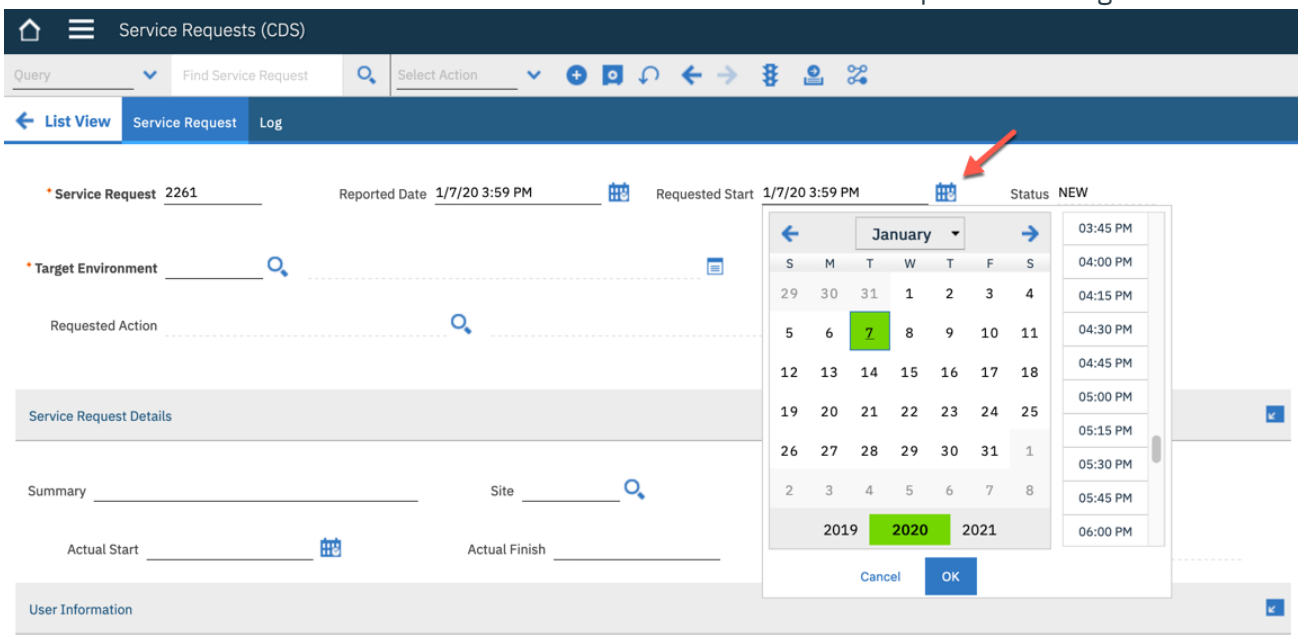
a. ***Manager User.*** A manager user is a user in the Access Management Tool with a role assignment of MANAGER. Manager user responsibilities include:
   - Adding/removing users to the tool.
   - Granting users access to the customer they are managing.
   - Reviewing access requests.
   - Viewing, modifying, and removing user accesses.
   - Standard user responsibilities.

b. ***Standard User.*** A standard user is a user in the Access Management Tool with a role assignment of STD_USER. Standard user responsibilities include:
   - Submitting access requests.
   - Viewing, modifying, and removing their accesses.
   - Deactivating their user account.



2. **Self-Service Automation**

The Self-Service Automation tool allows customers to submit Service Requests to run against assets.



Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to

enable customers to move from legacy ticketing systems to the vendor's solution.
FAHM will assist the client with data migration guidance and support for the Maximo side as a time and material service based on our published/discounted rates.

Describe your company's warranty policy for your product.
Standard SLAs from IBM apply.

Provide the estimated cost of major upgrades over the past three years.
Software technical upgrades are included in the Software Subscription and Service.

Provide the estimated hours per year spent performing data administration and backups.
The proposed solution is a SaaS solution.

Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.
Yes, reports can be set up to produce multiple reporting requirements. As long as information is documented and captured buy the business in the solution, reports may be set up accordingly.

Indicate if cloud computing/Software as a Service (SaaS) is an option with the proposed system.
Yes

Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.
All data retention is the responsibility of clients. Any archiving, term for data retention or backups including procedures/protocol is handled by client IT department. The software supports exports and archiving capabilities.

Training, Support, and Additional Services Available

Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.
FAHM includes Maximo's introductory training for the client core implementation team as part of a Maximo software Implementation plan.

List any additional training services and costs available to customers.

FAHM has deep training experience in Maximo and Asset Management related strategic topics.

Maximo Related	Attendees profile:	Prerequisites	Target Class Size	Class Length	Price per class	Discounted
Maximo administration	Maximo administrators, super users.	None	4 - 8 participants	5 days	$ 11,500	$ 9,000
Workflow management	Administrators and super users concerned with the creation and maintenance of the company processes	None	4 - 8 participants	3 days	$ 6,700	$ 5,400
Advanced configuration and application designer	Developers, administrators	None	4 - 8 participants	3 days	$ 6,700	$ 5,400
Maximo Integration Framework	Integration developers, Developers, analysts	None	4 - 8 participants	5 days	$ 11,500	$ 9,000
Built BIRT reports	Report developers, Maximo administrators, super users -	None	4 - 8 participants	5 days	$ 11,500	$ 9,000

Automation Script	Maximo administrators, super users, developers	None	4 - 8 participants	3 days	$ 6,700	$ 5,400
Maximo executive training	Maximo project team, Maximo advanced users, maintenance managers, operations managers	None	4 - 8 participants	5 days	$ 11,500	$ 9,000
Maximo Overview: Search and navigation	Maximo project team, Advanced Maximo users, Maintenance managers	None	4 - 8 participants	2 days	$ 4,500	$ 3,500
Asset management	Maintenance managers, assets managers, production managers,	None	4 - 8 participants	3 days	$ 6,700	$ 5,400
Work management	Maintenance managers, planners, maintenance agents, Warehouse staff	None	4 - 8 participants	3 days	$ 6,700	$ 5,400
Procurement management	Procurement managers, accountants, Maximo administrators, super users.	None	4 - 8 participants	4 days	$ 8,900	$ 7,200
Contract management	Purchase agents, Purchase managers, contracts managers	None	4 - 8 participants	2 days	$ 4,500	$ 3,500
Inventory management	Inventory managers, maintenance managers, Inventory team leaders	None	4 - 8 participants	4 days	$ 8,900	$ 7,200
QBR and start center	New Maximo users and project managers responsible for start center and KPI creation	None	4 - 8 participants	3 days	$ 6,700	$ 5,400
Inspection forms	Maintenance agents, Inspectors,	None	4 - 8 participants	2 days	$ 4,500	$ 3,600

Asset Management Strategy Related	**Attendees profile:**	**Prerequisites**	**Target Class Size**	**Class Length**	**Price per class**	**Discounted**
Asset Management Leadership Training	Asset Managers, Engineers, managers of plant operations, facility managers or maintenance professional	None	4 - 12 participants	2 days	$ 6,000	$ 4,800
Physical Asset Management Leading Practices	Asset Managers, Engineers, managers of plant operations, facility managers or maintenance professional	None	4 - 12 participants	3 days	$ 9,000	$ 7,200
Maintenance Parts Management Excellence	Asset Managers, Design Engineers, Inventory Managers, Inventory Planners, Managers of plant operations, facility managers or maintenance professional	None	4 - 12 participants	3 days	$ 9,000	$ 7,200
Reliability-Centered Maintenance (RCM2) Introductory Class (In client-supplied classroom)	Asset Managers, Design Engineers, Inventory Managers, Inventory Planners, Managers of plant operations, facility managers or maintenance professional	None	6-16 participants	3 days	$ 19,000	$ 15,300

List any available update and support contracts, including policy and frequency, for your program.
Left blank intentionally

Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.
Not applicable

Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.
FAHM will work with the AEPA on a detailed rollout plan. At a high level, we will conduct a combination of webinars and direct co-marketing with AEPA.

Include information on any additional services you will provide through this contract if awarded.
While the proposed offering is focused on CMMS, additional products and services available to the AEPA member organizations are listed in the product catalog in Part F - F.2.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

FAHM Technology Partners is offering IBM Sustainability products (Maximo) on a Software as a Service (SaaS) solution. The software infrastructure platform will be based in the United States and accessible by the client anywhere in the US. The implementation services will be performed primarily remotely with on-site support as needed. The implementation project team will be assigned based on the complexity of the client's requirements and RICE-W elements (Reporting, integrations to other systems, data conversion, enhancements needed (if any), and mutually agreed workflows). The implementation will follow the process outlined in our response called "FAHM's Maximo Implementation Support Services and Approach," in the Product, Services, and Solutions section.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
FAHM Central Office	Richmond Hill	Ontario, Canada
FAHM US Office	Wilmington	DE

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

FAHM is an IBM Gold Level Business Partner. FAHM leverages similar methodology for hiring subcontractors as they would for employees.

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 state(s) wherein they are eligible to provide services on behalf of the business.

FAHM leverages its team directly to implement the IBM Maximo solution. The solution will be tailored to the client's requirements, and each implementation will be executed in step with the client team to assist in the alignment.

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.
FAHM works with all types of businesses.

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.
FAHM works with all types of businesses.

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.
Not applicable

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Denzil Solomon	VP, Sales & Emerging Technologies	416-822-3624	Denzil.solomon@fahmpartners.com
Mizaan Lokhandwala	Marketing Manager	647-936-7341	Mizaan.lokandwala@fahmpartners.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022– 2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.
FAHM has representatives at conferences such as: MaximoWorld, IBM Think, PEMAC, MUWG (Maximo User Groups), IMC, and co-market with IBM, etc.

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.
FAHM will work with the AEPA to develop an in-depth plan to do so.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.

- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

FAHM will conduct webinars with IBM to promote the features and benefits of the solution.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

- Asset Optimization: IBM Maximo helps organizations optimize the performance of their assets. By ensuring that assets are operating efficiently, organizations can reduce energy consumption and minimize waste, thus contributing to environmental sustainability.
- Preventive Maintenance: Maximo allows organizations to implement preventive maintenance programs. Regular maintenance can extend the lifespan of assets and reduce the need for replacements, which can be resource-intensive and environmentally detrimental.
- Resource Allocation: The software helps organizations allocate resources more effectively. By analyzing asset performance data, organizations can make informed decisions about resource allocation, leading to better energy and resource management.
- Compliance and Reporting: Maximo offers tools for tracking regulatory compliance related to environmental standards. It can generate reports and documentation required for environmental audits and reporting, helping organizations adhere to environmental regulations.
- Sustainability Metrics: The software enables organizations to track sustainability metrics related to their assets and operations. This includes monitoring energy usage, emissions, and other environmental impact indicators.
- Integration with IoT and Sensors: Maximo can integrate with Internet of Things (IoT) devices and sensors, allowing real-time monitoring of asset performance and environmental conditions. This data can be used to optimize operations and reduce environmental impacts.
- Supplier Collaboration: Maximo can facilitate collaboration with suppliers and service providers, helping organizations choose environmentally responsible suppliers and monitor their environmental performance.
- Lifecycle Management: The software supports the entire asset lifecycle, from procurement and installation to maintenance and retirement. Proper lifecycle management can reduce waste and improve the environmental footprint of assets.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

For all details related to IBM and their environmental approach, please see the following link: https://www.ibm.com/about/environment/energy-climate

Describe the business's "green" objectives (i.e., LEED, reducing footprint, etc.).

At FAHM Technology Partners, we understand the importance of environmental, economic, and social sustainability in our business operations. We have implemented robust management systems, policies, and reporting protocols to address these key sustainability aspects. Here's an overview of our approach: Environmental Sustainability: We are committed to minimizing our environmental impact and promoting sustainable practices. We have implemented policies to reduce energy consumption, promote recycling and waste reduction, and encourage the use of renewable resources. Our facilities are designed with eco-friendly features, and we actively seek opportunities to invest in clean technologies. Economic Sustainability: We recognize the importance of long-term economic sustainability for our business and the communities we operate in. We strive to create value not only for our stakeholders but also for the broader economy. We adhere to responsible financial practices, promote transparency, and seek to contribute positively to local economies by supporting local businesses and suppliers whenever possible. Social Sustainability: We are dedicated to fostering a positive social impact through our operations. We prioritize the well-being and development of our employees by providing fair wages, competitive benefits, and opportunities for professional growth. We promote a culture of diversity and

inclusion, ensuring equal opportunities and a respectful work environment for all. Reporting and Transparency: We maintain transparent reporting protocols to track and communicate our sustainability efforts. We regularly assess and report on our environmental, economic, and social performance, setting measurable targets and monitoring progress. By sharing our achievements and challenges openly, we aim to foster accountability and engage stakeholders in our sustainability journey. Stakeholder Engagement: We actively engage with our stakeholders, including employees, clients, suppliers, and local communities, to understand their perspectives and integrate their feedback into our sustainability initiatives. By involving stakeholders in decision-making processes, we aim to ensure our sustainability efforts align with their expectations and contribute to shared value creation. Continuous Improvement: We are committed to continuous improvement in all areas of sustainability. We regularly review and update our policies, systems, and practices to align with emerging best practices and industry standards. We invest in research and development to identify innovative solutions that can further enhance our environmental, economic, and social performance. At FAHM Technology Partners, sustainability is not just a buzzword but a fundamental guiding principle that influences our day-to-day operations. By integrating environmental, economic, and social considerations into our business practices, we strive to create a positive and sustainable impact on the world around us.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

For all information related to IBM's greenhouse gas emissions footprint, please visit the following link: https://www.ibm.com/about/environment/ghg-emissions-inventory

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

FAHM is a Premier Gold-Level Partner at IBM. FAHM's focus is on selling and supporting IBM's Sustainability suite of products, which includes the world-leading Enterprise Asset Management (EAM) solution – Maximo. FAHM was recognized by IBM as "Partner of the Year" in 2021, and 2022.

Many members of the FAHM Technology Partners Maximo implementation team were previously working directly with MRO(Maximo) and IBM's Consulting organization supporting Maximo implementations of all sizes across all industries.

FAHM's experience in Asset Management/CMMS solutions.

Our services offered span strategy consulting, software implementation, integration services, infrastructure support services (with our platform service partners) in the areas of Sustainability solutions (EAM, APM, Environmental and Supply Chain products,) IT security solutions, and interface connectivity solutions (including IoT, and interface connectivity enablement.)

FAHM's Asset Management offerings include:

- Supporting Asset Management solutions and strategies in support of Maximo
- EAM Assessments and strategy support
- EAM/APM Optimization
- RCM Training/Facilitation/Support
- Accelerated Solutions Strategy
- Life-cycle Asset Management strategies and support
- Maintenance Parts Management Excellence strategies and support
- Solution Implementations and support
    - full complement of support from strategy, design, build, test, deploy, and support
    - mobile solutions and support
    - solution platform as a service

- Asset Management related training and opportunity workshops

FAHM's leadership and team members have touched more than 50 Maximo implementations and upgrades over the past 20 years. Factors that lead to a successful Maximo Implementation can be summarized by addressing many of the known project risks listed below.

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.).
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.

FAHM has deep technical skills that include the ability to integrate with various solutions.

Disclosures

Legal: Does this business have actions currently filed against it? X **No** _____ **Yes** _____

If **Yes, <u>AN ATTACHMENT IS REQUIRED</u>:** 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.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. WEB Aruba	Withheld	Withheld	Withheld	Withheld
2. Atlanta Transit	Withheld	Withheld	Withheld	Withheld
3. City of North Las Vegas	Withheld	Withheld	Withheld	Withheld
4. City of Waterloo	Withheld	Withheld	Withheld	Withheld
5. Canada Post/Innovapos	Withheld	Withheld	Withheld	Withheld

Each listed project is an IBM Maximo project from a public entity, including Municipalities.
We can provide more Maximo references if requested. The size/cost of a project may be considered confidential, as are the contact names. This information can be provided when short-listed. FAHM staff have deep experience in Maximo and Municipalities.

WEB, Aruba

	Description

Business Challenge	This Caribbean government-owned utility sought to prioritize the Maximo enhancement needs to inject into their planned upgrade. Multiple stakeholders within this small water and power generation utility were looking for diverse new business and process requirements. The need was business-driven but was expected to need system changes to implement
Solution	An Asset Management assessment identified multiple initiatives and improvement programs ranging from maintenance execution, KPIs, parts management, an asset risk and reliability focus, and system enhancements to align with the planned upgrade of their EAM system. A cross-stakeholder calibration of terms and activities was developed and agreed to. Multiple initiative programs were started that transformed the culture and output of the organization. The upgrade and enhancements to Maximo were implemented, and the organization leveraged this new baseline for further change in future reviews.
Outcome	Cross-stakeholder alignment and cultural change. Multiple program initiatives were started, including an RCM program, KPIs confirmed, and a Maintenance Parts program established for this remote entity. Maximo enhancements were implemented within the planned upgrade and further enhanced after the planned upgrade.
Timeline	2014 through 2021
Relevance	A smaller-sized publicly owned organization with cross-stakeholder impact.

Atlanta Transit (Metropolitan Atlanta Rapid Transit Authority - MARTA

	Description
Business Challenge	Enhancing their base version of Maximo with further enablement tools to improve the organization's efficiency, safety, and reliability of the tunnel smoke ventilation system (uses large fans and blowers) Move from a reactive maintenance and manual maintenance culture to a proactive, predictive discipline and culture.
Solution	Implemented Maximo solution enhancements to collect, monitor, and alert users of an on-condition event. Measured asset conditions with machine learning algorithms to analyze multiple data points from multiple datasets, including historical information such as work orders, service requests, repairs, data alerts, and weather data
Outcome	The initiative provided real value with: Improved asset condition assessments supported by data Extended asset lifespan A centralized view of asset performance with dashboards that consolidate relevant information
Timeline	2018 through 2022
Relevance	Maximo Municipality Transportation asset project

, City of North Las Vegas

	Description
Business Challenge	Support critical services for over 275,000 residents. Custom Maximo Integrations: Esri, CIS System, Oracle EBS, Fuel Management System
Solution	Implemented Maximo solution with ongoing enhancements and support. MAS Manage with the deployment of Transportation and Spatial, leveraging IBM's managed services.
Outcome	MAS provides the features and comprehensive visibility needed to support the city's operations. As a result, several other facilities were added to the scope of work, doubling the impact of the original project. The project will encompass the management of critical assets that support the demands of over 275,000 residents. This update will assist numerous public departments, including Parks and Recreation, Code Enforcement, Police, Fire, Public Works (including fleet), and Utilities.
Timeline	2018 on-going
Relevance	Maximo Application Suite for a Municipality

City of Waterloo

	Description
Business Challenge	Helping the client with their ERP (PeopleSoft) integration requirements to Maximo and developing a plan to execute the required enhancements. Assisting the City with sizing and planning for Maximo patches and enhancements in preparation for an upgrade to Maximo MAS.
Solution	The City engaged FAHM to help the client with their ERP (PeopleSoft) integration requirements to Maximo and develop a plan to execute the required enhancements. Assisting the City with sizing and planning for Maximo patches and enhancements in preparation for an upgrade to Maximo MAS.
Outcome	The City of Waterloo gained insights and agreement on its path forward for both its ERP interface enhancements and a path to be ready for its expected move to Maximo Application Suite (MAS) in a cloud environment.
Timeline	2023 and on-going
Relevance	A Public Sector Maximo project featuring IBM Maximo's solution and planned enhancements

Canada Post/Innovapost

	Description

Business Challenge	Canada Post and Innovapost were looking to integrate their SAP financials plus other systems to a new EAM solution, supporting their delivery vehicles, plant sortation, and IT-enabled equipment specifically for sortation plants
Solution	Canada Post selected Maximo as their asset and maintenance management solution, with maintenance parts management integrated into SAP for their vehicle, plant sortation, and plant-related IT equipment. The solution was selected to be used to better manage and maintain their vast operation. Their solution was integrated with Canada Post's financial application for invoice payment, material movement, and master data. The system solution was Maximo 7.X for 500 users.
Outcome	The Maximo solution was successfully implemented for Canada Post. The solution included data load routines setup using Maximo's Integration Framework, Maximo Adapter for SAP (including customizations) including SAP-PI middleware, a Fuel solution, and active directory user access. Functional changes were configured for CPC's specific requirements. The solutions were tested and implemented to support both English and French language.
Timeline	2011 through 2013
Relevance	A Public Sector Maximo project featuring IBM Maximo's solution

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	X
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	No	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X

Montana	Yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	Yes	X		X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Undecided	X	X	X
Washington	Yes	X	X	X
West Virginia	Undecided	X	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? X **No** _____ **Yes**

If YES, what is the website? _____

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options? _____ **No** X **Yes**

Does this business have a toll-free customers support phone option? _____ **No** X **Yes**

Does this business offer local customer and support service options? _____ **No** X **Yes**

State your normal delivery time (in days) and any options for expediting delivery.
Not applicable as the offering is a SaaS based offering

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?
Not applicable as the offering is a SaaS based offering

Describe your company's payment terms as well as any quick pay discounts.
Payments due upon receipt of invoice

State your company's return policy and any applicable restocking fees.
Not applicable

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.
Not applicable

Pricing

Is your pricing methodology guaranteed for the term of the contract?		**No**	X	**Yes**
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?		**No**	X	**Yes**
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	**No**		**Yes**
Will you offer volume price discounts as described in the pricing terms of Part A?		**No**	X	**Yes**

Competitiveness: 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.

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? _____ **No** X _____ **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? _____ **No** X _____ **Yes**

If YES, identify which cooperative and the respective expiration date(s).
Click or tap here to enter text.

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)?
Click or tap here to enter text.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

N/A	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
X	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** _____ **Yes**
If Yes, please indicate how the rate factor is determined and other cost factors below.
Does not apply to a SaaS arrangement.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
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 working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: 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.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
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.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in and/or support AEPA's attendance at national conference trade shows to promote the AEPA contract.	X	
9. Commit to a goal of increasing sales of the AEPA contract over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

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 to local, state or federal laws cannot be accepted under this solicitation.

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

IFB Section and Page Number	Outline Number	Term and Condition	Exception

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 deviations. *(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. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	**Specification (describe)**	**Details of Deviation**

Part E – Signature Forms

AEPA 024-D
CMMS Software (Computerized Maintenance Management System)

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 will allow 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 Bidding Company"*** (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Public Purchase.

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

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

Uniform Guidance "EDGAR" Certification Form – *signature required
Bid Affidavit – *signature required
Acceptance of Bid & Contract Award – *signature required

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

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

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

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

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

5. Contract Work Hours and Safety Standards Act

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

6. Right to Inventions Made Under a Contract or Agreement

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

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

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

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

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

13. Governing Law; Forum Selection.

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

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

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** **YES**, I agree or **NO,** I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	YES, I agree	IK
2. Termination for Cause of Convenience	YES, I agree	IK
3. Equal Employment Opportunity	YES, I agree	IK
4. Davis-Bacon Act	YES, I agree	IK
5. Contract Work Hours and Safety Standards Act	YES, I agree	IK
6. Right to Inventions Made Under a Contract or Agreement	YES, I agree	IK
7. Clean Air Act and Federal Water Pollution Control Act	YES, I agree	IK
8. Debarment and Suspension	YES, I agree	IK
9. Byrd Anti-Lobbying Amendment	YES, I agree	IK
10. Procurement of Recovered Materials	YES, I agree	IK
11. Profit as a Separate Element of Price	YES, I agree	IK
12. General Compliance with Participating Agencies	YES, I agree	IK
13. Governing Law; Forum Selection.	YES, I agree	IK

FAHM Technology Partners

Name of Business

Signature of Authorized Representative

Iqbal Khan

Printed Name

September 6, 2023

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.

Iqbal Khan	1013 Centre Road, Suite 403S
Authorized Representative (Please print or type)	
Managing Partner	Wilmington, DE, 19805
Title (Please print or type)	City, State, Zip
	September 6, 2023
Signature of Authorized Representative	Date

Acceptance of Solicitation & Contract

Association of Educational PURCHASING AGENCIES

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

PART I: RESPONDENT

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

Business Name	FAHM Technology Partners	**Date**	September 6, 2023
Address	1013 Centre Road, Suite 403S	**City, State Zip**	Wilmington, DE, 19805
Contact Person	Denzil Solomon	**Title**	Vice President, Sales & Emerging Tech
Authorized Signature		**Title**	Managing Partner
Email	denzil.solomon@fahmpartners.com	**Phone**	+1 (416) 822-3624

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, 2025, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	**day of**	**Contract Number**
Contract to commence (Member Agency to select)	3/1/2024	**Or**

Solicitation Checklist

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

"x"	**Document Title, Uploaded to Public Purchase** *(Respondent must submit documents in the required title/format)*	**Format of Uploaded Document**	**Notes**
	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
	Part C – State-Specific Forms – *Name of Responding Company*	Single, Scanned PDF	**New Jersey Only Requirement.** Signatures Required.
	Part D - Questionnaire – *Name of Responding Company* Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
	Part E – Signature Forms – *Name of Responding Company* Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
	Part F – Pricing Schedule – *Name of Responding Company*	Excel Workbook	**Required.**
	Price List and/or Catalog – *Name of Responding Company*	Upload PDF	**Required.**
	Exhibit A – Marketing Plan – *Name of Responding Company*	Scanned PDF	**Optional.** Form not provided by AEPA, Respondent Created
	Part B, 8.1-8.8 Technical Requirements and Documentation	Single, Scanned PDF	**Optional.** Vendors strongly encouraged to provide complete and accurate information.
	Part D – Sample copies of reporting capabilities available to the customer.	Scanned PDF	**Required.**
	Part D – Samples of any training services available to customers.	Scanned PDF	**Required.**

Part C – AEPA Member Agency (State) Terms and Conditions
AEPA Solicitation #024-D

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1. AEPA Member Agency Terms and Conditions

A solicitation is being published and distributed on behalf of the Member Agencies in many states. Differences in contract implementation and operation will exist between the Member Agencies. Each state may have special laws relating to this procurement that must be adhered to in addition to the previously stated constraints. *When Member Agency/State-Specific Terms and Conditions differ from the AEPA General Terms and Conditions, the Member Agency/State-Specific Terms and Conditions will prevail in that Member Agency/State.*

2. Common Terms and Conditions

Active Promotion of Contract: Agencies require that the Vendor Partner take ownership and actively promote the contract in cooperation with the AEPA Member Agency to all of the Agencies' qualified Participating Entities.

Sales to Participating Entities: AEPA Member Agencies require that all awarded Vendor Partners offer the Member Agency contract opportunity to all qualified Participating Entities of the cooperative.

Legal Obligations: All Vendor Partners shall comply with all applicable Federal, State, and Local Laws, Codes, and Regulations while fulfilling the contract. It is the Bidder's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein.

Administrative Fees: AEPA Member Agencies charge Vendor Partners an administrative fee (a percentage of sales in their respective state or states that they extend the AEPA pricing to). Administrative Fees are generally paid to each Member Agency quarterly. Additional details of how these fees are charged may be found under each state's Terms and Conditions.

A summary of each State's Administrative Fee, any special terms and conditions, and special ordering process requirements are listed here for the convenience of the Bidders.

3. State Specific Terms and Conditions

1. California, Monterey County Office of Education (MCOE) – for the Programs CalSave and CalBuy

1. Governing Law and Venue

The laws of the State of California govern the Contract and prevail in the interpretation and administration of the Contract. California-specific Terms and Conditions prevail over any General Terms and Conditions. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

The venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

2. Authority

For California, the IFB is issued under the authority of the elected Monterey County Superintendent of Schools administering MCOE located at 901 Blanco Circle, Salinas California, 93912. In this document, MCOE may be referred to as Agency, being distinct from other parties who may use this Contract who are hereinafter referred to as Local Education Agencies (LEAs), regardless of their hierarchy or their political and organizational status as schools or municipalities.

3. CalSave, Administration, and Agent

Contracts awarded and Awarded Vendors will automatically be part of the CalSave program (or the alternatively named CalBuy program). CalSave is the cooperative purchasing program founded by MCOE and administered by the Epylon Corporation under an agreement with MCOE. MCOE is the lead agency for all contracts, and MCOE is the authority for the solicitation, evaluation, and award of all contracts. Epylon serves as MCOE's agent, but only MCOE has the authority to award contracts. Correspondence and communication related to the Contract award or administration of the program should be directed to Epylon, 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

MCOE reserves the right to change agents or to change the contact name of existing Agent's personnel administering the Contract. If Agent or Agent's personnel change, Awarded Vendors will be notified with new instructions.

4. Transaction Fees

Transaction Fees are the funding source for the operation of the self-supporting CalSave cooperative purchasing program. Awarded Vendors shall be required to pay a Transaction Fee for all purchases by LEAs made through the awarded Contract. For the purpose of this bid through MCOE 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 buyers themselves. 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.

The CalSave Administrator, Epylon Corporation, will collect the Transaction Fee on behalf of the CalSave program. The Awarded Vendor will make all participation fee payments within two weeks after sending the quarterly report. Checks are to be made payable to the Epylon Corporation and sent to 630 San Ramon Valley Blvd., Suite 210, Danville, CA 94526.

5. Non-Conforming Jurisdictions

The Transaction Fee shall not be authorized to be charged to Awarded Vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses, and goods sold under this Contract in such jurisdictions shall be the same as for all school districts in all other counties of California. However, any LEA using this Contract where Section 4 fees are not permitted will pay a 2 percent fee for use of the Contract, imposed by MCOE on the authority of Public Contract Code §20118 and §20652, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under Contract.

6. Reports

The Awarded Vendor will compile a quarterly report listing each purchase made by participating agencies under this Contract, and send them by the 15th of April, July, October, and January to Racquel Landolf with the email address of 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:

- Date of Order
- Name of Participating Agency or other Agency (LEA)
- Description of Item and Services Purchased
- Manufacturer's SKU Number
- Quantity or Job Order Units
- Contract Unit Price
- Extended Price
- List Price Before AEPA Discount

7. Length of Term

The term of the agreement shall commence on the date of the award and continue until the end date as stipulated in General Terms and

Conditions unless otherwise terminated, canceled, or extended. California statutory term limits and extensions shall apply. By mutual written agreement as warranted, the Contract may be extended month by month for up to six months, if allowed by law.

8. Marketing and Advertising Under This Agreement

Awarded Vendor will actively promote the use of this Contract by LEAs in California. Awarded Vendor must comply with the marketing plan offered as part of its bid submission. Unless other arrangements are made with the CalSave Administrator, Awarded Vendor also agrees to perform the following:

- Include the approved CalSave logo and web address in all print, electronic mail and other advertising and promotion intended for release to California K-12 schools, excluding national marketing releases.
- Provide CalSave with a copy or proof sheet of the advertisement or promotion material. Awarded Vendor will provide CalSave with date of release and name of publication, journal, etc.
- Place a CalSave Vendor sign on booths, tables, etc. of any or all exhibits for which the Awarded Vendor displays/participates at California tradeshows, conventions, and the like.
- Insert the approved CalSave logo and web address on any Awarded Vendor's web site promoting the Contract or a specific CalSave landing page and providing a link to the CalSave website.
- Awarded Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by CalSave for inclusion on the CalSave website.
- Awarded Vendor agrees to cooperate in developing appropriate website content to promote its products, services, and their advantages to school districts.
- Requested materials will be submitted to CalSave within thirty days.

9. Conformance to Public Contract Code §20111

An award by MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650 or other California code sections as may be allowed by law. Awards shall include allowance for installation and assembly services incidental and necessary to the use of the equipment, materials, supplies and repairs purchased or leased.

10. Conformance to Public Contract Code §20118 and §20652

All public agencies (LEAs) are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, community college districts, special districts, and JPAs serving education, pursuant to Public Contract Code §20118 and §20652. Using these statutes, the MCOE hereby declares its intent and authorization to make all contracts awarded under this Contract "piggybackable" by other agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded contracts and those agencies will make payment directly to the Awarded Vendors. Any legislative changes to Public Contract Codes §20118 and §20652 during the term of the Contract(s) with Awarded Vendor(s) shall apply to the Contract(s) immediately when such changes become law.

11. Piggyback and Standard School Supply & Equipment Authority

MCOE declares that items, materials, personal property, equipment and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to support the CalSave program for the purpose of collectively creating both a standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be made, not only in accordance with Public Contract Code §20118 and §20652, but also in accordance with Education Code §38110 and §38112 dealing with cooperatives and Standard School Supplies & Equipment.

12. Intended for Personal Property

An award by the MCOE under this solicitation will be for the purchase of equipment, materials, supplies, services or repairs to be furnished, sold, or leased in accordance with Public Contract Code §20111 and §20650. Awards shall include allowance for installation and assembly services incidental and necessary for use of the equipment, materials, supplies and repairs purchased or leased. When any services or repairs fall into a category of Public Works as defined in Public Contract Code §22002, an LEA may be required to conduct a separate bid for labor and services but may use this Contract for an unlimited dollar amount for any supplies, materials, equipment or personal property to be staged and ready for use in a local Public Works project.

13. Public Works Limitations

When Public Works services cost $15,000 or more, an LEA, under most situations, must bid itself independently for the services and labor related to the public work, but may use this Contract for the contracted supplies, material or equipment related to the project. If circumstances allow, LEAs may also combine this competitively bid Contract with other alternative authorities for Public Works projects as may be allowed by law, such as Public Contract Code §22030, Education Code §17406 or Government Code §1466. LEAs may consult with their own legal counsel to see if such statutes apply to their Public Works projects.

14. Job Order and Unit Price Contracting

Notwithstanding, Sections I.9 through I.13, the Awarded Vendors and any authorized resellers or subcontractors, may extend bid pricing from AEPA IFB 124 to other agencies in California, including school districts, community colleges, state colleges, cities, and counties to the extent allowed by law under job-order-contracting statutes, including but not limited to Public Contracts Codes §20919.20 through §20919.33, §20665.20 through §20665.35 and §10710. Agency allows any school district, college, or agency to use this Contract

and its competitively bid unit pricing as an alternative to other contracting procedures that the school district or agency is otherwise authorized or required by law to use. In using this Contract and pursuing a job-order-contracting project, a participating agency is obliged to conform to contracting steps spelled out in their respective code sections, state college trustee policies, or local board policies.

15. Start Date

Once the award is made to the Awarded Vendor and signatures have been placed on the Contract from both parties, the Awarded Vendor is authorized to begin selling to eligible agencies. MCOE will begin informing LEAs of the Contract once the Contract has been signed.

16. Prices and Requests for Quotes

The Awarded Vendor, in cooperation with MCOE's agent, must make provision for LEAs to quickly ascertain bid prices by posting prices, posting a link or contact for prices, distributing catalogs and price lists, responding to requests for quotations, or participating in eCommerce. (The 2 percent Transaction Fee on all sales is a cost of doing business to the Awarded Vendor and the requirement for the fee is publicly disclosed in these bid documents for the edification of all buying agencies and LEAs. Transaction fees should not appear as a line item on a quotation or on listed bid pricing. The final price quoted or displayed must be inclusive of the participation fee on all pricing and quotations.)

17. Submission of Orders and Delivery

After entering into an agreement with MCOE, an LEA electing to use this Contract will enter into a Separate Contract with the Awarded Vendor by way of a purchase order or separate contracting document ("Separate Contract"). Purchase orders will be issued by participating LEAs to Awarded Vendor.

LEAs will fax or mail purchase orders directly to the CalSave office fax at (866) 488-3729, unless other arrangements have been made and agreed to by the CalSave Administrator. LEAs may also use Epylon eCommerce software for transmission of purchase orders. Standard business practice is for all purchase orders received by 3:00 p.m. Pacific Time to be logged and forwarded to the appropriate Awarded Vendor on the same day received unless unusual circumstances occur. It is the responsibility of the Awarded Vendor to track any purchase order received directly from an LEA and to include that order on quarterly reports.

Awarded Vendor will deliver goods, services and corresponding invoices directly to the participating LEAs and receive payments directly from the participating LEAs as per bid specifications.

18. Other Agencies' Right to Purchase

CalSave is a self-supporting contracting program led by MCOE. Contracts are made available to all California public school districts, private and nonpublic schools registered with a county office of education or state Department of Education, charter schools, community college districts, eligible state agencies, non-profits (particularly those such as PTAs buying on behalf of schools or government), and any other agency allowed by law – all referred to as LEAs.

Subject to the following Terms and Conditions, MCOE consents to LEAs purchasing items at the same unit price(s) or pricing formula under the Terms and Conditions of this Contract, as may be authorized by §20118 and §20652 of the Public Contract Code or other legal authority:

a) Any other agency (LEA) authorized by law to use this Contract for its own purchase(s) from the Awarded Vendor or their authorized resellers shall by default enter into a standard agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph *A* and paragraphs *B* through *I* below.

b) After entering into a standard agreement with MCOE, an Other Agency electing to use this Contract will enter into a Separate Contract or purchase order ("Separate Contract") with the Awarded Vendor. The Separate Contract is subject to and includes and/or incorporates all applicable terms of this Contract and the specific requirement that the Awarded Vendor comply with the provisions set forth in the paragraph regarding payment of the 2 percent Transaction Fee (or the non-conforming jurisdiction fee) to be collected by the Epylon Corporation. MCOE will not be a party to any Separate Contract but will be considered a third-party beneficiary of such Separate Contract.

c) The Awarded Vendor understands and agrees that failure or refusal to comply with the provisions set forth in this agreement regarding payment of the 2 percent Transaction Fee in conjunction with any Separate Contract or any other use of this Contract by an "Other Agency" is grounds for cancelation of the Contract. The Awarded Vendor also understands and agrees that if the Contract is canceled for this or any other reason, MCOE may give notice of such cancelation by any other means appropriate to inform LEAs of that cancelation.

d) The MCOE waives any right it may have to require any LEA using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the Awarded Vendor.

e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any LEA and are outside the scope of this Contract, unless specifically addressed elsewhere in Part A or Part B of the Terms and Conditions.

f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An LEA may, however, exercise its authority under Education Code §17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The Awarded Vendor agrees to take any and all actions requested by any LEA that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

g) Both the Awarded Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Awarded Vendor and any LEA considering such use consult with their own legal counsels before doing so.

h) Both the Awarded Vendor and any LEA using this Contract agree to defend, indemnify and hold MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees, and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

i) MCOE reserves the right to cancel the whole or any part of this Contract due to failure by the contractor to carry out any obligation, term or condition of the Contract. MCOE will issue written notice to the contractor for acting or failing to act in any of the following:

a) The Vendor fails to adequately perform the services set forth in the Contract

b) The Vendor fails to make progress in the performance of the Contract and/or gives MCOE reason to believe that the contractor will not or cannot perform to the requirements of the Contract

c) The contractor fails to observe any of the Terms and Conditions of the Contract

d) The contractor fails to pay Transaction Fees

e) The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the MCOE. MCOE shall follow the following procedure if the Contract is to be terminated:

- Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel the Contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue a letter to cancel the Contract. Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to MCOE. Failure on the part of the contractor to address adequately all issues of concern may result in Contract cancelation.

19. Conversion to a California Multiple Awards Schedule (CMAS) Contract

Because of its multiple-award provisions, this Contract may qualify for adoption as a California Multiple-Award Schedule contract. If the Awarded Vendor uses this MCOE Contract for the purpose of obtaining a separate CMAS contract from the State of California, the Vendor is responsible for paying and agrees to pay both the CMAS fee and the 2 percent Transaction Fee described in Section I.4 for all orders submitted under the authority of the CMAS program based on this contract. If an Authorized Reseller uses this Contract to apply for a CMAS contract, the Authorized Reseller must enter into a written agreement with Awarded Vendor and MCOE agreeing to be responsible for paying the CMAS Fee and the 2 percent Transaction Fee, unless in that same written agreement Awarded Vendor agrees to pay such fees. In exchange for this fee, the Vendor (or if applicable, the Designated Reseller) is given a license to use and duplicate MCOE/AEPA Terms and Conditions for the purpose of applying for a CMAS contract. Also, CalSave or CalBuy will post pricing allowing prospective buyers to check for pricing that is compliant with the MCOE Contract and CMAS requirements. Vendor (or Authorized Reseller) must comply with MCOE's quarterly reporting requirements. Any report to the Department of General Services for CMAS-authorized purchases must simultaneously be reported to CalSave.

20. Other Agencies, Constitutionally Independent Agencies, & Out-of-State Agencies

Other agencies and out-of-state agencies and LEAs may use the Contract as allowed by California Government Code §6502, which says, "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies."

2. Colorado, Colorado BOCES Association (CBA)

A. Additional Agency Terms and Conditions

Advertising: CBA will require a marketing flier, in electronic format, and timely updates from each vendor promoting the contract and AEPA/CBA relationship. CBA will assist in the development of the marketing flier and other appropriate materials which will include logos representing the vendor/AEPA/CBA. This flier will be for distribution and dissemination to all qualified customers through the CBA website and other appropriate and available methods.

Sales to Qualified Customers: Boards of Cooperative Educational Services (BOCES) in Colorado are legislatively created cooperative organizations directed by Colorado state statute 22-105 to serve all qualified agencies in a cooperative manner. BOCES are governed by publicly elected officials and by state and federal laws. No agency is obligated to use these services and contracts, but they find the benefits of low price and the satisfied bidding process most advantageous. Qualified agencies in Colorado include all public or private educational institutions, K-12 and higher education, all non-profit organizations, and all county or local governmental agencies. CBA requires that all participating vendors offer the Agency contract opportunities to all qualified customers.

B. ***Procedure for Processing Orders:*** Once the award is made to the vendor.

- CBA will inform its members of the contract by:
  - ***i.*** Including the contract in the agency database that is available on the CBA website
  - ***ii.*** Announcing the award through normal communication channels, CBA member presentations as well as regular electronic and direct mail communications.
  - ***iii.*** Offering the opportunity to the vendor to publish their marketing information on the CBA website link to cooperative purchasing opportunities.
- A listing of CBA members, institutional names, contact names, addresses and phone numbers is available to the vendors through the CBA website. At this point the vendor must contact the members and qualified customers; and the customers have the right to contact the vendors directly. Note: CBA requires the awarded vendors to take ownership and actively promote the contract in cooperation with CBA to all members and qualified customers.
- When the customer identifies a desired product or service as available through the AEPA/CBA contract and agrees on price as presented to the customer by the awarded AEPA/CBA vendor, the customer then issues to the vendor a purchase order for that item or service.
- The awarded price must include an additional two percent (2%) administrative fee in the total cost (not as a separate line item), based on the total cost of goods and services including installation. This fee is to be forwarded by the vendor to CBA after the sale and payment is made to the vendor. Payment shall be made to CBA on a quarterly basis along with the complete sale report as specified in the general terms and conditions.
- The sale and transaction may continue without delay or anticipation of the CBA denial of said transaction.
- The administrative fee percentage (2%) is based on the total sale of goods and services including installation and must be included in the original cost quoted to the customer. In the event of a lease, the total administrative fee for the value of goods and services shall be paid to CBA by the vendor at the front end of the lease.
- Vendor makes all deliveries and installation of products and services. CBA does not warehouse items nor provide services.

3. Connecticut, Capitol Region Education Council (CREC)

A. ADDITIONAL MEMBER AGENCY GENERAL TERMS AND CONDITIONS

Affirmative Action - The Contractor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, intellectual or physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to be an "affirmative action-equal opportunity employer."

An Act Concerning Student Data Privacy
Contractor shall comply in all material respects with the provisions of Public Act 16-189, as amended (the "Act"), applicable to it. In connection therewith, the Contractor shall not use any so-called "student information" as defined in the Act and provided to it by or on behalf of CREC ("Student Information") for any purpose other than in connection with the performance of its obligations under this Agreement. The Contractor shall take commercially reasonable actions designed to ensure the security and confidentiality of all Student Information in its possession. The Contractor shall provide written notice to CREC within fourteen (14) days of Contractor's becoming aware of any unauthorized release, disclosure, or acquisition of Student Information in the possession of the Contractor. The Contractor and CREC shall each comply in all material respects with the requirements of the federal Family Educational Rights and Privacy Act of 1974, as amended ("FERPA").

Conflict of Interest
The Contractor shall disclose any relationship with a CREC employee that would not be considered an "arms-length" or independent transaction, as described below. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

A CREC employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to CREC for an evaluation. CREC will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", a CREC employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that a CREC employee made a purchasing decision which appears to be based upon a personal relationship between the CREC employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between a CREC employee and a vendor, (2) when there exists the potential for a personal benefit to a CREC employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

In addition, the Contractor shall, if given a copy of the potential Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential Participant any relationship that would not be considered an "arms-length" or independent transaction with that Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential Participant.

Determination of the existence of a conflict of interest does not prohibit CREC and/or a Participant from entering into the contract and purchase order, respectively.

Financing Arrangements - ***Any financing arrangements (including lease purchasing arrangements) will be made directly between the Contractor and a Participant. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Participant that is interested in such an arrangement. Each Participant should seek its own legal advice prior to entering into a financing arrangement. CREC must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. CREC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Contractor and the Participant only.***

Freedom of Information Act - The Contractor acknowledges that CREC and some Participants are subject to the Freedom of Information Act, Connecticut General Statutes Sections 1-200 et seq., and submitted to CREC and/or such Participants may be made available to the public under the provisions of the Freedom of Information Act.

Independent Contractor - The Contractor shall not be held or deemed in any way to be the agent or employee of CREC and/or a Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

Modification to Bid Language in the AEPA Invitation for Bid - The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or persons making any proposal for the same items, that it is in all respects

fair and without collusion or fraud and that no person acting for or employed by CREC or a Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits therefrom.

A. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR NON-CONSTRUCTION PRODUCTS AND SERVICES

None

B. ADDITIONAL MEMBER AGENCY TERMS AND CONDITIONS FOR CONSTRUCTION PRODUCTS AND SERVICES

CT Commission on Human Rights and Opportunities

Municipal Public Works contracts funded in whole or in part by the State of Connecticut are subject to contract compliance requirements and set-aside goals as follows:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

C. AGENCIES ALLOWED TO PURCHASE UNDER THE MEMBER AGENCY

There are 169 school districts in Connecticut and all are eligible for membership. No district is obligated to use these services. Additional members may include other public educational institutions, independent schools, colleges or universities, libraries, municipal governments, and other governmental, quasi-governmental, or non-profit organizations.

Work in Other States

CREC is making the CT AEPA contract available for vendors to use in all New England states – CT, ME, NH, RI, VT – and New York, and any other state without AEPA member representation. Our contract is also available in MA for vendors who TEC has not signed a contract with.

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. The Contractor must advise CREC its intent to use the contract in any of these states.

All Terms and Conditions for Connecticut apply to work in these states. It is the Contractor's obligation to ensure that the purchaser fully understands the AEPA contract, including whether it is allowable under applicable state regulations.

4. Florida, Panhandle Area Education Consortium/Florida Buy Purchasing Program

A. Additional Agency Terms and Conditions

Vendor Contact: Vendor will designate to the Panhandle Area Educational Consortium Florida Buy, one individual who will represent them during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise, including instructions if different contacts for different geographical areas are needed. This information will be distributed to all school districts upon award of this bid. Vendors may use this contract to sell products or services in addition to school districts to any government agency, non-profit organizations or institutions.

Vendor agrees to abide by all federal, state and local laws and regulations. It is the responsibility of the Vendor to determine applicability and requirements of any such laws and to abide by them.

All terms and conditions may be modified and revised by PAEC Florida Buy with the written consent of both PAEC Florida Buy and the Awardee.

PAEC Florida Buy, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.

Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.

No right or interest in the Contract shall be assigned or transferred by the Contractor without the prior written consent of the PAEC Florida Buy program. No delegation of any duty of the Contractor shall be assigned without prior written permission of PAEC Florida Buy. If the original Vendor/Contractor 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. PAEC Florida Buy reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.

The Awardee, may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.

The Awardee(s) agrees to sign contact acknowledgement form with the Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to Florida Buy State Cooperative Purchasing on a quarterly basis. The Awardee will be provided 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. Florida Buy State Cooperative Purchasing extends the authority for the Awardee to use the contract for eligible entities outside of Florida provided 2% administrative fee is paid.

B. Procedures For Processing Orders

Once the award is made to the Vendor, PAEC Florida Buy will inform all school districts of the contract by:

1. Including the award information on the PAEC Web site at www.floridabuy.org
2. Announcing the award in its PAEC Florida Buy website
3. Announcing the award via electronic mail to all members

Any members, contact names, addresses and phone numbers will be available at the PAEC Web site www.floridabuy.org. At this point, the Vendor may contact the members and the members may contact the Vendor. The member will identify a desired product or service available through the AEPA contract and agrees on the price and conditions as presented to the member by the awarded AEPA Vendor. A final copy of the customer purchase order or sales summary must be sent to PAEC Florida Buy by the Vendor after completion of the service or installation. The Vendor has (30) thirty days to forward this purchase order. This will insure compliance of the contract.

Vendor makes all deliveries and installations of products and services. PAEC Florida Buy does not warehouse items. All participating Vendors agree to and are subject to audit proceedings of the AEPA sales to members.

The Vendor will produce and provide to PAEC Florida Buy quarterly reports ending March 31, June 30, September 30 and December 31 throughout the contract period. 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

Quarterly reports and administrative fee payments to PAEC Florida Buy are due the 15th of the succeeding month, and all checks are to be made payable to the Panhandle Area Educational Consortium and sent to: PAEC, 753 West Blvd, Chipley, Florida 32428 and Attention: Florida Buy. PAEC may designate another agent for collecting and administrative fee that will be negotiated with Vendor for e-commerce transactions.

C. Agency Members Purchasing Under The Member Agency

The Panhandle Area Educational Consortium is a fourteen-member consortium that includes a voluntary purchasing program developed for schools in Florida. All other school districts in Florida are participating members in the programs of the Panhandle Area Educational Consortium (PAEC), including participation in the statewide cooperative purchasing program. Agencies that use this contract will be in compliance with FS1001.42. PAEC was established to provide easily accessible information for our member and participating public school districts and the communities we serve. Since the creation of PAEC in 1967, our school districts have benefitted from shared services made available through leading edge technology. While school districts access our teaching and learning, training and technology, and business operations services in varying degrees of need, all come for the mutually beneficial purpose of reaching their goals together.

5. Georgia, Cooperative Purchasing Agency (CPA)

1. **General Overview**
   a. Cooperative Purchasing Agency is now the AEPA representative for the state of Georgia. In Georgia we advertise our bids on the state procurement registry website:http://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments
   b. In 1971 several small school systems in North Georgia decided to work together & form **Cooperative Purchasing Agency (CPA)**, a non-profit organization built by & for the school systems to combine their purchasing power. As a division of North Georgia, Northeast Georgia, & Pioneer RESA; Pioneer RESA serves as our fiscal agent and as such we currently show up on the Georgia Procurement Registry as Pioneer RESA. CPA serves as a purchasing agent for classroom & office supplies for its 35-member school systems plus neighboring ones who choose to take advantage of cooperative buying. CPA also serves as a recipient agency for USDA commodities that member systems receive through the USDA school lunch program. In addition to items included in our catalog & website, CPA has access to brands, custom items, & entire product categories that meet systems' office & classroom needs – including furniture options (indoor & outdoor), playground equipment, shelving installations, print supplies, & more.
2. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
   a. Georgia requires all local school boards to post any bids requiring capital improvements / public works construction over $100,000.00 to be posted on the Georgia procurement website, regardless of who they are purchasing through.
3. **Local Government Provisions - Provisions Applicable to Counties, Municipal Corporations, And Other Governmental Entities**

   § 36-91-20. Written contract required; advertising; competitive sealed bidding; timing of addendums; prequalification
   a. All public works construction contracts subject to this chapter entered into by a governmental entity with private persons or entities shall be in writing and on file and available for public inspection at a place designated by such governmental entity. Municipalities and consolidated governments shall execute and enter into contracts in the manner provided in applicable local legislation or by ordinance.
   b. Prior to entering into a public works construction contract other than those exempted by Code Section 36-91-22, a governmental entity shall publicly advertise the contract opportunity. Such notice shall be posted conspicuously in the governing authority's office and shall be advertised in the legal organ of the county or by electronic means on an Internet website of the governmental entity or an Internet website identified by the governmental entity which may include the Georgia Procurement Registry as provided by Code Section 50-5-69.
      i. Contract opportunities that are advertised in the legal organ shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids or proposals. The second advertisement shall follow no earlier than two weeks from the first advertisement.
      ii. Contract opportunities that are advertised solely on the Internet shall be posted continuously for at least four weeks prior to the opening of sealed bids or proposals. Inadvertent or unintentional loss of Internet service during the advertisement period shall not require the contract award or bid or proposal opening to be delayed.
      iii. Contract opportunities that will be awarded by competitive sealed bids shall have plans and specifications available on the first day of the advertisement and shall be open to inspection by the public. The plans and specifications shall indicate if the project will be awarded by base bid or base bid plus selected alternates and:
         1. A statement listing whether all anticipated federal, state, or local permits required for the project have been obtained or an indication of the status of the application for each such permit including when it is expected to be obtained; and
         2. A statement listing whether all anticipated rights of way and easements required for the project have been obtained or an indication of the status as to when each such rights of way or easements are expected to be obtained.
      iv. Contract opportunities that will be awarded by competitive sealed proposals shall be publicly advertised with a request for proposals which request shall include conceptual program information in the request for proposals describing the requested services in a level of detail appropriate to the project delivery method selected for the project.
      v. The advertisement shall include such details and specifications as will enable the public to know the extent and character of the work to be done.
      vi. All required notices of advertisement shall also advise of any mandatory prequalification requirements or pre-bid conferences as well as any federal requirements pursuant to subsection (d) of Code Section 36-91-22. Any advertisement which provides notice of a mandatory prebid conference or prequalification shall provide reasonable advance notice of said conference or for the submittal of such prequalification information.
   c. Governmental entities are authorized to utilize any construction delivery method, provided that all public works construction contracts subject to the requirements of this chapter that:
      i. Place the bidder or offeror at risk for construction; and
      ii. Require labor or building materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals. Governmental entities shall have the authority to reject all bids or

proposals or any bid or proposal that is nonresponsive or not responsible and to waive technicalities and informalities.

d. No governmental entity shall issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72-hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by subsection (b) of this Code section.

e. Bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes of this article.

f. Any governmental entity may, in its discretion, adopt a process for mandatory prequalification of prospective bidders or offerors; provided, however, that:

    i. Criteria for prequalification must be reasonably related to the project or the quality of work;
    ii. Criteria for prequalification must be available to any prospective bidder or offeror requesting such information for each project that requires prequalification;
    iii. Any prequalification process must include a method of notifying prospective bidders or offerors of the criteria for or limitations to prequalification; and
    iv. Any prequalification process must include a procedure for a disqualified bidder to respond to his or her disqualification to a representative of the governmental entity; provided, however, that such procedure shall not be construed to require the governmental entity to provide a formal appeals procedure. A prequalified bidder or offeror cannot be later disqualified without cause. History Code 1981, § 36-91-20, enacted by Ga. L. 2000, p. 498, § 1; Ga. L. 2001, p. 820, § 12; Ga. L. 2007, p. 640, §

6. Illinois

The following State Specific Terms and Conditions shall apply to all contracts involving public schools and/or other educational entities operating in Illinois, (hereinafter "Illinois Customers") and shall prevail over any General Terms and Conditions if/when they differ.

Illinois Law to Govern.

The Agreement, as modified by these Illinois Terms & Conditions, is (and shall be) governed by, construed under, subject to compliance with, and interpreted in accordance with, the laws and regulations of the State of Illinois, expressly including, (but not limited to): the Illinois School Code, 105 ILCS 5/1-1 *et seq*.; its procurement and bidding standards and prerequisites delineated at 105 ILCS 5/10-20.21; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*; the Illinois Criminal Code, 720 ILCS 5/1-1 *et seq.*; its prohibitions against interference with public contracting delineated at 720 ILCS 5/33E-1, *et seq.*; the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*; the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/1 *et seq.*; the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.,;* the Illinois Business Enterprises for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/2-105 *et seq.;* and policies of the Illinois Customer relating to the subject matter of the Agreement with Contractor.

When Contractor and/or its agents will be on an Illinois Customer's premises (whether for delivery, installation, the provision of contractual services, or otherwise), Contractor shall also comply in all respects with: all background check requirements set forth at 105 ILCS 5/10-21.9; the Illinois Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.,* and the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1 *et seq.*

Any contractual payment requested of an Illinois Customer shall be invoiced, processed, and remitted to a Contractor in accordance with the requirements and provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*.

This Agreement shall be construed and incorporated in accordance with the laws of the State of Illinois, regardless of any choice of law provision that might otherwise authorize construction of its terms in accordance with the law(s) of another state, states, or federal law.

By entering into this Agreement with an Illinois Customer, the Contractor's signature on the executed contract shall serve as Contractor's certification of Contractor's compliance with the foregoing laws and all requirements thereunder.

Entire Agreement and Construction

The Agreement, as modified by these Illinois Terms & Conditions, represents the entire agreement between Contractor and the Illinois Customer, and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Illinois Customer and Contractor. In the event of a conflict between the Agreement, as modified by these Illinois Terms & Conditions, and a proposal from Contractor, the terms of this modified Agreement will take precedence.

Each party has reviewed and approved the Agreement, and no rule of construction that resolves ambiguities against the drafting party will be employed in the interpretation of this Agreement.

Dispute Resolution.

Any dispute arising in any manner hereunder shall be subject to resolution by litigation, unless all involved parties consent to an alternative means of dispute resolution. Venue for any legal action brought hereunder shall be the Illinois state circuit court of the county in which the Illinois Customer's administrative office is located or (if different and only if the Illinois Customer so elects) the Illinois state circuit court of the county where the Project is performed. Any provision of the General Terms purporting to change, limit, restrict, or shorten any Illinois period of repose and/or the duration of any applicable Illinois stature of limitation shall be of no force or effect against an Illinois Customer, it being understood by the parties that the Illinois periods of repose and statutes of limitation applicable to the subject matter hereof shall govern actions relating to this Agreement. No provision from the General Conditions shall limit, restrict, or shorten the duration of any period of repose or statute of limitation applicable under Illinois law.

Termination of the Agreement.

The Illinois Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon providing written notice to Contractor. If this Agreement is terminated by the Illinois Contractor for cause, the Contractor shall be liable to the Owner for any increase in cost incurred by the Owner in replacing the goods under contract and/or completing the contractual work, and for any additional or other damages the Illinois Customer suffers. In the event this Agreement is terminated by the Illinois Customer solely for the Illinois Customer's convenience, Contractor shall be compensated for items properly provided and/or work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Illinois Customer. The Illinois Customer shall have no liability to Contractor beyond the date of termination. In no event shall Contractor be compensated for anticipated profit or lost opportunity.

Insurance and Indemnification Provisions.
Contractor hereby agrees to indemnify and hold the Illinois Customer, its board members, officers, agents, employees, administrators, attorneys, and any other parties designated by the Illinois Customer (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including (but not limited to) all attorneys fees and defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, negligence, willful and/or wanton behavior, and/or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers or workmens compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to the Illinois Customer, the insurance coverages set forth in the General Conditions. In each such instance, Contractor shall, by endorsement, name the Illinois Customer as an additional insured and shall provide copies of said policies and endorsements to the Illinois Customer prior to commencement under this Agreement.

Funding Contingencies for Multi-Year Projects.
All contracts with Illinois Customers that call for performance, or otherwise extend, beyond the Illinois Customers' current fiscal year, are, and shall be, expressly contingent upon annual appropriations. In the event an Illinois Customer's entry into an Agreement with Contractor constitutes a lease purchase (whether for financing purposes or otherwise), that Agreement shall be subject to the provisions of 105 ILCS 5/10-22.25a in addition to all other terms set forth in this Agreement.

Warranties and Claims.
No provision(s) set forth in the General Conditions shall serve to limit the Contractor's liability with respect to damages of any sort (whether actual, incidental, consequential, or otherwise) suffered by an Illinois Customer, nor will any disclaimer of warranties be effective against an Illinois Customer.

Attorney Fee Provisions.
No provision providing for the payment of prevailing party costs and expenses (including legal fees) resulting from litigation or other method of dispute resolution shall be applicable to Illinois Customers.

Automatic Renewals.
No provision calling for automatic renewals or "evergreen" renewals, (wherein the term of the agreement automatically renews for a period beyond the initial term unless a party provides affirmative advance notice of termination to the other party) shall be effective in an Agreement with an Illinois Customer, it being the parties' understanding, instead, that the contractual arrangements with Illinois Customers will terminate upon completion of the initial term or satisfaction of the original scope, unless the parties subsequently and affirmatively agree to supplemental renewal provisions.

Successors and Assigns; No Subcontracting.
Contractor shall not assign any rights under, or interest in, this Agreement, nor may Contractor subcontract any duties arising hereunder, without the prior written consent of the Illinois Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indiana, Wilson Education Service Center (WESC)

A. Additional Agency Terms and Conditions
Participating entities and approved vendors must be in full compliance with statutory requirements of all applicable federal, state, and local laws, rules, regulations, and ordinances including applicable public works and prevailing wage projects. All provisions required thereby to be included herein and are hereby incorporated for reference. This contract shall be construed in accordance with and governed by the laws of the State of Indiana. Awarded pricing must be made available to all participating entities regardless of size.

B. Procedure for Processing Orders
Wilson Education Service Center will inform all public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities of contract awards via web sites and various marketing strategies. Vendors will have the primary responsibility to market contracts to eligible buyers within Indiana. After contracts are awarded and product information is available on our e-procurement sites vendors are free to contact eligible buyers and vice versa. The Wilson Education Service Center utilizes an e-procurement facilitation system as the primary mechanism for ordering and the primary method of marketing. Vendors are required to use the IAESC Procurement System and GovPro systems upon award. A 2.25% administrative fee will be assessed on gross monthly sales for IAESC Procurement (used by schools), and a 3.25% administrative fee will be assessed on gross monthly sales on GovPro (all other entities) after a 1% price increase. Vendors shall not include shipping and handling charges, federal excise tax, or state sales tax on invoices. Taxes do not apply to purchases by the participating entities. All participating entities have a "Not for Profit Tax Exemption Certificate" which will be furnished by the buyer upon request by the vendor. Quantities shipped in excess of quantities designated in the Purchase Order, or unapproved product substitutions will be returned at the vendor's expense.

C. Members Purchasing Under the Agency
All public school corporations, private/parochial schools, charter schools, nonprofit entities, municipalities, other governmental entities and higher education entities are eligible buyers. The Wilson Education Center as established by Indiana Code 20-1-11.3-1 with Inter-local Agreement Powers as established by Indiana Code 36-1-7-2 represents all eligible buyers in this program within Indiana.

8. Iowa, AEA Purchasing

A. *Additional Member Agency* *General Terms and Conditions that apply for all categories*

Right to Assign

AEA Purchasing specifically reserves the right, in its sole discretion, to assign and transfer its interest in the Contract with the Vendor Partner, consistent with the terms and conditions of said Contract, to any organization, along with all corresponding duties, responsibilities, and obligations of both parties, and under the terms provided herein.

B. *Additional Member Agency Terms and Conditions for* *Non-Construction Products and Services*

None.

C. *Additional Member Agency Terms and Conditions for* *Construction Products and Services*

AEA Purchasing may participate in Construction Products and Services bids through AEPA on a limited basis due to the restrictions mandated in the Iowa Code, Chapter 26 and 573.

D. *Procedure for Processing Orders*

AEA Purchasing's eligible clients follow a standard or electronic ordering process. The awarded Contractor will invoice and deliver products and services directly to AEA Purchasing's eligible clients. All invoices for payment shall be sent directly to the AEA Purchasing eligible client ordering under the terms and conditions of this agreement. The AEA Purchasing eligible client will make payment directly to the awarded Vendor Partner(s)AEA Purchasing does not process any orders.

E. *Agencies Allowed to Purchase under the Member Agency*

- K-12 Public & Private Schools
- Area Education Agencies
- Colleges & Universities
- Public Libraries
- City, County & State Government
- Non-Profit Education Organizations

9. Kansas, Greenbush-Southeast Kansas Education Service Center (SEKESC)

A. Additional Member Agency General Terms and Conditions that apply for **all** categories

Kansas Mandatory Contract Provisions

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.)* (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Arbitration, Damages, Warranties: 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.

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

Information: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Assignment - SEKESC Right to Assign
In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

Purchase Orders
Any purchase order issued by SEKESC, or one of its eligible entities, is cancelable under provisions of K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating eligible entities desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

Marketing

- Awarded Vendor will proactively market the awarded contract to all eligible entities. The SEKESC will enhance the Awarded Vendor's marketing efforts through communication and meetings with eligible entities, participation in marketing events and tradeshows, through its website and social media resources and through day-to-day customer support activities.
- Awarded Vendor will train its professional staff and sales force in the provisions and benefits of the awarded contract. The SEKESC will enhance such effort by providing joint trainings and participating in joint sales calls as needed.
- The SEKESC and Awarded Vendor will jointly design presentations, documents, and other promotional material to assist in the promotion of the awarded contract.
- Awarded Vendor will include the SEKESC (Greenbush) logo on all sales materials targeted to eligible entities for the awarded contract. The SEKESC hereby grants to Awarded Vendor a non-exclusive, revocable, non-transferable, permission to use the SEKESC (Greenbush) name and logo during the term of this Agreement. Likewise, during the term of this agreement, the Awarded Vendor grants the SEKESC (Greenbush) permission to reproduce their name and logo in connection with marketing and promotion of the awarded contract.

B. Additional Member Agency Terms and Conditions for Non-Construction Products and Services
SEKESC has no additional terms and conditions for non-construction products and services.

C. Additional Member Agency Terms and Conditions for Construction Products and Services
K.S.A. 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding $100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.

A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.

(b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.

(c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.

4-1030. State and local government contracts; mandatory provisions. (a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or

(2) whose contracts with the governmental entity letting such contract cumulatively total $5,000 or less during the fiscal year of such governmental entity.

D. Procedure for Processing Orders

The SEKESC utilizes the following ordering/delivery procedures:

- Purchase orders will be issued by the individual eligible entity.
- Vendors must issue invoices directly to the ordering eligible entity as specified on each purchase order.
- Delivery of all items included in this solicitation will be made to the locations within each eligible entity as will be specified on the purchase order.
- Each order shall contain a packing slip of its contents to assist in prompt processing of payments to Vendor.
- The SEKESC reserves the right to implement a Vendor Quotation Number process for contract awards related to, but not limited, to project-based and construction related proposal activities.

E. Agencies Allowed to Purchase under the Member Agency

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries
- Non-profit organizations holding form #501C3

10. Kentucky, Green River Regional Educational Cooperative (GRREC)

A. Additional Member Agency General Terms and Conditions that apply for all categories The Green River Regional Educational Cooperative, Inc. (GRREC) is one of eight educational cooperatives in Kentucky, all of which are participants in the AEPA bids. GRREC serves as contact agency for all AEPA correspondence for all eight educational cooperatives. For the Kentucky Educational Cooperatives, the collective bidding process is conducted consistent with KRS Chapter 45A, the Kentucky Model Procurement Code. Contracts with GRREC shall include the provision granting GRREC employees the right to access to the Contractor's records. Vendor Contact: Vendor will designate to GRREC one individual who will represent them to Kentucky Bidding Cooperative members during the agreement period. This contact person will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to Kentucky Bidding Cooperative members upon award of this bid. The following Federal Clauses are required as a part of KY bid documents: 1. CLEANAIR/CLEANWATER A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office. 2. SUSPENSIONANDDEBARMENT Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),"Debarment and Suspension." By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions. 3. LOBBYING Vendor Partner will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC. 4. PROCUREMENTOFRECOVERED MATERIALSPURSUANTTO2 C.F.R. § 200.322 Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 5. BUYAMERICAN "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs. Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (atleast51percent) using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or Manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected. Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENTCONTRACTS Solicitation Requirements for cost reimbursable contracts:

A. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

B. Contractor will separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) Contractor will exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

C. Contractor's determination of its allowable costs will be made in compliance with the applicable

DepartmentalandProgramregulationsandOfficeofManagementandBudgetcost circulars;
D. Contractor will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit;
E. Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and F. Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

B. Additional Member Agency Terms and Conditions for Construction Products and Services
The Contractor and subcontractors shall pay all laborers, workmen and mechanics performing work under this contract not less than the rate of wages set forth in the prevailing wage schedule incorporated in the contract conditions as determined by the Kentucky Department of Labor in accordance with the provisions of KRS 337.505 through KRS337.550. Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax. Current sales and/or Use Tax shall be provided for and included in the bid amount as no adjustments will be permitted nor made after receipt of bids.
1. It should be noted that where performance bonds are required, it should include both performance and payment bonds.
2. State Prevailing Wages shall apply for projectsof$250,000.00ormore, or Davis Bacon wages (when federal funds are utilized) if higher than State Prevailing Wages.
3. All work shall be in accordance with necessary approvals from the Kentucky Department of Housing, Buildings and Construction and the Kentucky Building Code.
4. All processes of the project comply with 702 KAR 4:160, the Capital Construction Process, including necessary approvals from the Kentucky Department of Education.
5. Performance and payment bond on AIA document 312 must be provided for all projects that exceed $25,000.(Also provide that the Surety shall comply with state requirements.)
6. In accordance with 702 KAR 4:160, AIA and KDE documents be utilized on all projects including but limited to:
a. A 101 Standard form of Agreement between Owner and Contractor (including KDE amendments)
b. A201 General Conditions of the Standard Form of Agreement between Owner and Contractor (including KDE amendments)
c. AIA A701 Instructions to bidders, with KDE amendment and KDE Form of proposal (may require editing AEPA instructions to bidders to eliminate conflicts).
d. KDE purchase Order (for direct purchase of materials with tax number, to exempt materials from state sales tax)
e. If applicable, where architectural services are provided by the Owner, Form B141, Standard Form of Agreement between Owner and Architect
7. Architectural services shall be provided in accordance with KRS 322.360 and other relevant Kentucky Revised Statutes by the vendor or the Owner at the Owner's preference.

C. Procedure for Processing Orders 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, quasigovernmental, 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: Finance Director. 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.

D. Members Purchasing under the Agency: Currently there are 8 Bidding Cooperatives in Kentucky and all are participating in this invitation through GRREC's solicitation. There are 170+ independent and county school districts and all are eligible for membership in a Bidding Cooperative and approximately 98% of the districts are members of one of the cooperatives. No district

is obligated to use these services. Additional members may include other public educational institutions in the state, public colleges or universities, community colleges, vocational or technical schools, municipal and county governments, and other governmental, quasi- g o v e r n m e n t a l or non- profit organizations. Kentucky currently shares its AEPA contracts with the following states: AL, LA, MS, NC, and TN. Only those districts or institutions listed on an approved Bidding Cooperative membership list are eligible to purchase under these contracts. This list may change during the contract period

11. **Massachusetts, The Education Cooperative**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. *Contractor Payment Mechanism.* All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension.* A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. *Written Notice*. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. *Confidentiality*. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention, Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The

Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. ***Assignment.*** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. ***Subcontracting By Contractor.*** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. ***Affirmative Action, Non-Discrimination In Hiring And Employment.*** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. ***Indemnification.*** 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 connection 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. 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 judgment. 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.

12. ***Waivers.*** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. ***Risk Of Loss.*** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. ***Forum, Choice of Law And Mediation.*** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. ***Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.*** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

Prior to award, the Contractor must **certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory.**

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the***:***

Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108 in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.
in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

12. ***Michigan, Oakland Schools, (OS)***

A. Additional Member Agency General Terms and Conditions that apply for all categories:

1. Conflict of Interest
   Contractor shall disclose in writing to Buyer any conflicts of interest with Board members, administrators, and or employees of any Participating Entity (as defined below). A conflict of interest may include, but is not limited to, a financial ownership interest in, or employment with Contractor or Subcontractor by a Participating Entity' Board member, administrator, or employee or their family member. A "family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage. Determination of the existence of a conflict of interest does not prohibit the Participating Entity from entering into a contract with the Contractor (MCL 380.634; MCL 15.322 et seq).

2. Iran Economic Sanctions Act
   Public Act 517 of 2012, commonly known as the "Iran Economic Sanctions Act" (the "Act"). The Act provides that beginning April 1, 2013, an "Iran Linked Business" is not eligible to submit a bid on a request for proposal with a "public entity" (OS). The Act also requires that a person that submits a proposal in response to an OS request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to all requests for proposals issued by OS, and not just to construction projects.

   The Act defines an Iran Linked Business as:
   a. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran;
   b. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

   If the OS determines, using credible information available to the public, that a person or entity has submitted a false certification, OS must provide written notice to the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

3. Hazardous Materials
   If any hazardous chemicals are supplied under a contract/purchase order arising out of this solicitation, a Material Safety Data Sheet (MSDS) shall accompany the delivery of any hazardous chemicals supplied by the Contractor. All MSDS sheets shall be sent to the attention of the Participating Entity. Ref: State of Michigan Act 154, Section 14, P.A. 1974 as amended. Copies of MSDS for all purchased hazardous materials must be provided prior to delivery of any items by the Contractor. Additionally, the MSDS needs to be attached to the invoice and all products delivered must be labeled according to Section 14 of Act 154, of the public Acts of 1974, as amended. Any appropriate products not labeled will be refused and the Contractor will be responsible for additional freight charges. Payment may be withheld until the Participating Entity receives the MSDS.

4. Modifications to Contracts
   No modifications to a contract/purchase order with a Participating Entity shall be binding upon such Participating Entity unless agreed to in writing signed by an authorized representative of the Participating Entity.

5. Governing Law
   Any contract arising out of this solicitation shall be governed by and construed under the laws of the State of Michigan. In the event of any legal action to enforce or interpret any contract arising out of this solicitation, the sole and exclusive venue shall be the state or federal court of the local jurisdiction where the Participating Entities located.

B. Additional Member Agency Terms and Conditions for:

1. **Non-Construction Products and Services**:
   All supplies, materials, and equipment sold or leased to Michigan intermediate school districts or K-12 public school districts must be in accordance with MCL 380.623a and 380.1274, respectively. The procurement of supplies, materials and/or equipment in a single transaction costing more than the State of Michigan Competitive Bidding threshold set forth in MCL 380.623a and 380.1274 by an intermediate school districts or K-12 public school districts requires the district to obtain competitive bids and the purchase must be approved by the district's Board of Education.

2. **Construction Products and Services**:
   All Contractors understand and agree that the use of AEPA contracts is not intended for use by Michigan intermediate school districts or public K-12 school districts for construction, renovation or remodeling projects under MCL 380.1267 and agree to

comply with all applicable standards and statutes for said construction projects. Based on MCL 380.1267, labor must be bid. However, intermediate school districts or public K-12 school districts can choose to buy material only from a cooperative purchasing contract. The AEPA cooperative contract has been bid in accordance with Michigan statute. It was advertised as required in the state and a material price book meeting the requirement of providing a discount for the opportunity of responding to a multi-state bid for goods and services with a national scope was submitted at the time of bidding by the vendor and awarded to the lowest responding vendor. To be able to purchase material only for a project, the board of a school district or board of directors of a public-school academy needs to adopt a written policy governing the procurement of supplies, materials, and equipment. Material only fits into the classification of MCL 380.1267 of a cooperative bulk purchasing program.

MCL 380.11a(4) allows for intermediate school districts or public K-12 school districts to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district which allows the Intermediate school districts or public K-12 school districts to utilize the Oakland Schools awarded contract. In addition, under MCL 380.1274 (4), a school district or public school academy is not required to obtain competitive bids for items purchased through the cooperative bulk purchasing program.

A material only purchase is a direct purchase to the manufacturer for materials. This will require the intermediate school districts or public K-12 school districts to issue two purchases orders—one for the labor which will be awarded though a traditional competitive bid process and one for the material.

All other governmental agencies can utilize the Oakland Schools awarded contract for material and labor solutions pursuant to 18.1261.

C. Procedure for Processing Orders:

Once the award is made to a Contractor, OS will inform the Participating Entities and Other Agencies of the award by announcing the award through its general and usual methods of disseminating information.

1. OS follows the AEPA Standard Ordering Process (see Part A, General Terms and Conditions for All Agencies, "Ordering Procedures").

2. 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.

D. Agencies Allowed to Purchase under the Member Agency:

OS serves all local school districts located in Oakland County, Michigan. In addition to, and in accordance with the terms and conditions set forth in this solicitation, all **public school districts, private schools, public school academies, intermediate school districts colleges, universities, counties, cities, townships, villages, and non-profit organization** in the State of Michigan shall be permitted to use AEPA solicitations approved by OS.

It should be clearly understood that OS is assisting these Participating Entities as a service to procure selected supplies, materials and equipment and services desired by the Participating Entity. Both the Contractor and any Participating Entity using this solicitation agree that the OS makes no representation that use of this solicitation by any Participating Entity is, in fact, in compliance with rules, regulations, policy or procedures of the Participating Entity. In this regard, the OS strongly suggests that, at a minimum, the Contractor and any Participating Entity considering such use consult with their own legal counsels before doing so. All Participating Entities using AEPA solicitations shall be responsible for adhering to their own applicable rules, regulations, policies, procedures and state statutes, etc., which may govern the use of cooperative purchasing contracts within their respective jurisdictions.

13. **Minnesota, Cooperative Purchasing Connection (CPC)**

1. **General Terms and Conditions (All Categories)**
    a. **Governing Law:** The laws of the State of Minnesota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
    b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.
    c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.
    d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to CPC by the vendor at the front end of the lease. CPC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.
    e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:
        i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
        ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
        iii. That a violation of this section is a misdemeanor; and
        iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.
    f. **Participating Agency:** A participating agency shall be defined under Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11 and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.
    g. **Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.
    h. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.
    i. **Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

2. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by CPC, the contracted vendor will work with CPC to develop an order form, or order forms, containing the most purchased items, that CPC can utilize to market the contracted vendor to its participating agencies.

3. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, CPC will independently consider the offer and consult with the Vendor to determine if the Vendor can meet the requirements for construction- related products and services and to enter and execute a contract in the state of Minnesota. The contracted vendor will be required to work with CPC's participating agencies and require that an architect's signature or certification is noted on the specifications as required by **Minnesota Statute §326.12 subd. 3**. With certain exceptions, **Minnesota Rules part 1800.5200, subpart 1**, requires a licensed architect or

engineer to prepare and certify specifications for building alterations or renovations. Once CPC and the Vendor can confirm that business can be conducted in Minnesota, CPC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products, and services, the contracted vendor must also send a duplicate quote to CPC. The quote provided to CPC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars ($175,000) or more in Minnesota;
2. One hundred thousand dollars ($100,000) or more for public improvement in South Dakota; or
3. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

4. **Insurance:**

The Vendor shall purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, 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 of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

5. **Procedure for Contract Award, Notification and Processing Orders**

Once the award is recommended by the AEPA Review Committee, CPC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the CPC Board of Directors, CPC will inform its participating agencies of the award.

a. The contract will be listed on the CPC website (**www.purchasingconnection.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, CPC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. CPC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. CPC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the CPC web page. Any web page or link, or other marketing tools shall be dedicated to CPC and/or AEPA information only.
e. 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.
f. Ordering Methods.
    i. All orders will be executed by participating agencies, directly, with the Vendor. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
    ii. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
    iii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iv. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    v. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. CPC requires that all participating vendors offer the contract opportunity to all CPC participating agencies.

6. Administrative Fees & Reporting

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

This report shall include all sales made and payments received by the vendor in said quarter. The sales report shall be emailed to Melissa Mattson at mmattson@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Melissa Mattson, CPC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

7. **Express Online Marketplace**

CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. The Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

14. **Missouri, EducationPlus (EDPLUS) [Formerly Cooperating School Districts of the Greater St. Louis Area (CSD)**

A. Additional Agency Terms and Conditions

Lease and Rentals: Vendor may allow EDPLUS customers to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with Missouri statutes and Missouri Department of Elementary and Secondary Education policies, rules and regulations. EDPLUS must receive a copy of the executed leasing documents prior to processing a purchase order. EDPLUS will not collect lease payments. Bidder agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the proposal, with interest rates described as related to a government standard. Bidder must indicate in its response to this solicitation if the shipping costs for the return of leased or rented equipment are the responsibility of the EDPLUS customer, and what that cost will be. No sale of a contract to a third party will be made without first informing EDPLUS and the EDPLUS customer of the sale. If Bidder sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original vendor. A 2% administrative fee must be included in the lease cost based on the total value of the goods purchased. This fee is referred to under ordering process.

B. Procedure for Processing Orders

(1.) Once the award is made to the vendor, EDPLUS will inform its members and other potential customers of the contract by announcing the award on its website by including the award in presentation comments and in other communications.

(2.) EDPLUS may require marketing materials from each vendor promoting the contract and AEPA relationship. EDPLUS will assist in the development of the marketing materials, if requested. Materials will be for distribution as well as posting on the EDPLUS website and disseminated to potential customers. Note: EDPLUS requires the awarded vendor to take ownership and actively promote the contract in cooperation with EDPLUS to all qualified customers.

(3.) When the customer identifies a desired product or service as available through the AEPA contract and makes a purchase on the EDPLUS online Marketplace or agrees on price as presented to the customer by the awarded AEPA vendor, the member then issues to the vendor a purchase order for that item or service.

(4.) The purchase order must include an additional two percent (2%) administrative fee 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 EDPLUS after the sale and payment is made to vendor. Payment shall be made to EDPLUS on a quarterly basis along with complete sales history during that period.

(5.) Vendor makes all deliveries and installations of products and services. EDPLUS does not warehouse items nor provide services.

(6.) All participating vendors agree to and are subject to audit proceedings of AEPA member sales.

C. Customers Purchasing Under the Agency

We take great pride in the fact that EDPLUS is providing a complete line of purchasing services to our 50+ member school districts and hundreds of additional school districts, educational institutions, and nonprofit organizations. EDPLUS was created in 1928 with its primary focus aimed at improving educational opportunities for all students. Our goal is to promote efficient use of educational dollars, and simultaneously provide an ongoing market for those vendors doing business with EDPLUS. EDPLUS

D. Governing Law

MO. REV. STAT. §70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.

E. Prohibition Against Boycotting Israel

Vendors signing a contract with EDPLUS will be required to sign a certification stating that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, pursuant to Revised Statutes of Missouri (RSMo) 34.600, known as the "Anti-Discrimination Against Israel Act."

15. **Montana, Montana Cooperative Services (MCS)**

1. General Standards: Purchases by public entities in excess of $80,000 are subject to public bid; purchases under this amount are subject to requirements of public contracts. See Sections 7-5-230 I and 7- 5-2304, Montana Code Annotated (Counties); Sections 7-5-4302 and 7-5-4303, Montana Code Annotated (Municipalities).

Note: purchases of less than $80,000 are not subject to public bid requirements, which provides local government entities with considerable flexibility to make purchases. Public bidding requirements do not appear to prohibit local government entities who are members of AEPA or MCS from soliciting bids from approved vendors for purchases in excess of $80,000.

2. Local Government Cooperative Purchasing Authority: Local governments may also elect to purchase cooperatively through the Montana Department of Administration in lieu of soliciting their own bids. 51 A.G. Op. 15 (2006). Procurement by government entities generally falls within the Montana Procurement Act, Section 18-4-10I, MCA, et seq.

A. Local Governments are authorized to adopt and implement the rules and standards of the Act:

18-4-124. Local government adoption of procurement provisions -- alternative project delivery contracts. (1) A political subdivision or school district may adopt any or all parts of this chapter and the accompanying ng rules promulgated by the department.

B. Local governmental entities and school districts are specifically authorized to purchase cooperatively in the public interest:

18-4-401. Definitions. As used in this pai1, the following definitions apply:

(1) "Cooperative purchasing" means procurement conducted by or on behalf of more than one public procurement unit.

(2) "Local public procurement unit" means a county, city, town, or other subdivision of the state or a public agency of any such subdivision; public authority; educational, health, or other institution; to the extent provided by law, any other entity that expends public funds for the procurement of supplies and services; and any nonprofit corporation operating a charitable hospital.

(3) "Public procurement unit" means a local or state public procurement unit of this or any other state, including an agency of the United States, or a tribal procurement unit.

(4) "State public procurement unit" means a state department, agency, or official that expends public funds for the procurement of supplies and services.

(5) "Tribal procurement unit" means a tribal government, tribal entity, or official of a tribal government located in Montana that expends tribal funds or funds administered by a tribe for the procurement of supplies and services to the extent provided by tribal or federal law.

18-4-402. Cooperative purchasing authorized. The department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies or services with one or more public procurement units in accordance with an agreement entered into between the participants independent of the requirements of part 3. Cooperative purchasing may include purchasing through federal supply schedules of the United States general services administration , joint or multiparty contracts between public procurement units, open-ended state public procurement unit contracts that are made available to local public procurement units, and competitive contracts established by for-profit, not-for-profit, or nonprofit cooperative entities. (emphasis added).

Note: Cooperative purchasing by local governmental entities may require reentering into an agreement w with the Montana Department of Administration. This requirement does not appear to preclude local entities from participating as members of purchasing groups.

C. Local governmental entities are authorized to enter agreements with each other in order to purchase cooperatively. 7-11-104. Authorization to create interlocal agreements -- issuance of bonds for joint construction -- hiring of

teacher, specialist, or superintendent. One or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project, or service, including the issuance of bonds for the joint construction of a facility under 20-9-404, the hiring of a teacher or specialist under 20-4-201 or a superintendent under 20-4-401, or the hiring of or contracting with any other professional person licensed under Title 37, that any of the public agencies entering into the contract is authorized by law to perform. The contract must be authorized and approved by the governing body of each party to the contract. The contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties. (emphasis added).

3. School and school district cooperative purchasing authority: Schools and school districts are specifically authorized to purchase cooperatively utilizing qualifying purchasing entities:

"A [school] district may enter into a cooperative purchasing contract for the procurement of supplies or services with one or more districts. A district participating in a cooperative purchasing group may purchase supplies and services through the group without complying with the provisions of [soliciting public bids and awarding a contract] if the cooperative purchasing group has a publicly available master list of items available with pricing included and provides an opportunity at least twice yearly for any vendor, including a Montana vendor, to compete, based on a lowest responsible bidder standard, for inclusion of the vendor's supplies and services on the cooperative purchasing group's master list." Section 20-9-204(4), Montana Code Annotated (emphasis added).

Note: Montana's AEPA member, Montana Cooperative Services, meets all of the statutory requirements of Section 20-9-204(4), MCA, with respect to cooperative purchasing groups.

Cooperative purchasing is another tool in the bag for local governmental entities, including school districts, to acquire services and supplies at better prices than may otherwise be available. Membership in MCS provides access to AEPA-approved vendors as well as in-state suppliers who have been carefully vetted for reliability and quality.

Disclaimer: The above discussion is for informational purposes only and does not constitute legal advice.

16. **Nebraska, Educational Service Unit Coordinating Council (ESUCC)**

A. Additional Agency Terms and Conditions

1) Bid Award Determination: The bidder hereby agrees to these bidding conditions by virtue of submitting this signed document on or before the Bid Opening date as specified below.

2) Natural Gas Contractors: Any bids relating to natural gas shall be based upon an awareness of NEB. REV. STAT. § 75-501, adopted in conformity with Rules, Regulations, and Interpretations of Federal Agencies with authority to regulate pipeline common carriers and interstate commerce.

3) Performance and Payment Bonds: Upon execution of a contract between an ESUCC member and the prime contractor for construction or public improvement, performance and payment bonds described above in the AEPA General Terms and Condition shall be provided to the member. Performance and payment bonds between the member and the prime contractor shall be on standard forms. The prime contractor shall deliver copies of both the performance and payment bonds to ESUCC at the time the contract between the member and the prime contractor is executed. All suits for nonpayment or nonperformance shall be filed as allowed under Nebraska law.

4) Insurance: 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, 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.
- Workers compensation coverage meeting all Nebraska statutory requirements.

5) Debarment and Suspension: Contractors shall comply with Executive Orders 12549 and 12689 as applicable. Contractors may be debarred for a period of two (2) years, unless earlier modified by the Special Awards Committee of ESUCC for any of the following conduct: (a.) Repeatedly not following the bid process. (b.) Repeatedly submitting non-responsive bids. (c.) Any behavior, which has as its effect injuring the integrity of the bid process. (d.) Failure to deliver goods pursuant to a successful bid. (e.) Repeated lack of acceptable handling and delivery of goods pursuant to a successful bid. (f.) Repeatedly not meeting delivery deadlines. (g.) Repeated failure to timely rectify damages of goods, or shortages of goods when it is the responsibility of the contractor to take such action. (h.) Conviction of a crime of dishonesty. (i.) Debarment or suspension by any agency or Federal Agency by the contractor or any of its key employees. (j.) Other conducts which materially and adversely affects the services of ESUCC Cooperative Purchasing program.

6) Statement Filed: A bidder who is awarded a contract for any goods or services for public works pursuant to this IFB shall file with ESUCC a statement as required by NEB. REV. STAT. § 73-102.

7) Nondiscrimination: The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of any awarded bid or agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.

8) Employment Eligibility Verification: Consistent with NEB. REV. STAT. § 4-108, the Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with any awarded bid or agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

9) Federal Funding. I It is understood that purchases may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- **Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- **Davis-Bacon Act:** (Contracts that exceed $2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- **Contract Work Hours and Safety Standards Act:** (Contracts that exceed $100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.
- **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed $150,000) The parties shall comply with all applicable standards, orders, or regulations issued under 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).
- **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).
- **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of $100,000 or more 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.
- **Termination for Cause and Convenience:** (Contracts that exceed $10,000) Termination for cause and convenience are governed by the Agreement. To the extent not addressed by the Agreement, the Agreement may not be terminated for convenience and may be terminated for any cause allowed by law.
- **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.
- **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at $150,000 but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, Owner should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

11) Governing Law and Venue: All bids and contracts shall be governed by and construed in accordance with the laws of the State of Nebraska. The venue for any litigation arising out of or related to a bid or contract will be in any eligible state or federal

court of Nebraska.

12) Public Records: The Contractor acknowledges that the ESUCC and its affiliated schools and members must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include any bid documents or contracts and all records created and maintained in relation to them. The ESUCC does not and will not agree that any bidder or contractor will be notified of any public record request submitted to the ESUCC or its Members.

13) Conflict of Interest: By submitting a proposal, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal. The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

The Contractor shall not, at any time, recruit or employ any employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.

The Contractor, by submitting a bid, certifies that it has not had a contract with education organizations in State of Nebraska terminated early. If Contractor has had a contract terminated early within the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early.

Contractor 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.

Contractor certifies that Contractor and Contractor's employees, officers, and associates directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state have not 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

ESUCC may cancel any contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any employee of ESUCC with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to ESUCC for demonstration or evaluation are not considered gratuities.

14) Exclusion of Persons with Criminal Record. ESUCC requires and Contractor agrees not to assign any individual or agent to perform any work under this contract on ESUCC property, any ESUCC Member's property, or a Nebraska school district's property with a criminal conviction of a serious nature as determined by ESUCC, including but not limited to any of the following convictions: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Contractor authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by contractor in the performance of the contract

B. Procedure for Processing Orders

ESUCC affiliated schools or members send their purchase orders both directly and electronically to the vendor, the vendor ships directly to the school/member, and direct bills the schools/members the cost of merchandise plus the ESUCC 2% administrative fee. Vendors must provide a quarterly report to ESUCC Cooperative Purchasing. The report will include: Date of sales, school name, ESU affiliation, selling price, list price and savings. The ESUCC Cooperative Purchasing administrative Fee of 2% will accompany each quarterly report.

C. Members Purchasing Under the Agency

ESUCC represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students. ESUCC is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other Municipal Corporation or political subdivision of the State of Nebraska.

D. Procedure for Processing Orders

All purchase orders will be submitted directly from the purchasing entity to the vendor. ESUCC will not facilitate the processing of purchase orders unless the offering is service related. If it is a service related purchase then the purchase order shall be submitted by ESUCC.

E. Agencies Allowed to Purchase under the Member Agency

Purchases through ESUCC contracts are to be primarily for K-12. However other state entities may use the ESUCC contracts. All inquiries to purchase on the behalf of a non-profit group not in state statute or receiving state funding must be approved by ESUCC.

17. **New Jersey, Educational Services Commission of New Jersey (ESCNJ)**

Applicability of Contract Provisions to New Jersey Participants

ESCNJ is the AEPA Member Agency. Any entity that uses the contract awarded by ESCNJ under this document is referred to as a "New Jersey Participant." To be a New Jersey Participant the entity must be a member of the ESCNJ Cooperative Pricing System. The bidder that is awarded the contract by ESCNJ is referred to as the "Contractor."

Once a contract is awarded by ESCNJ, a New Jersey Participant may enter into a purchase order agreement directly with the Contractor. To the extent not otherwise described below or in this document, once a purchase order is issued by a New Jersey Participant to a Contractor, all of the provisions of the contract shall benefit and be enforceable by such New Jersey Participant, unless specifically identified as applying to ESCNJ only.

1. The Bidder by submitting its bid hereby declares that this Bid is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by ESCNJ or a New Jersey Participant is directly or indirectly interested in the proposal or in the goods or services to which it relates, or in any portion of the profits there from.
2. **Event of default and termination of Contract:**
   ESCNJ shall have the right to cancel the contract based upon a default by Contractor. A New Jersey Participant shall have the right to cancel its purchase arrangement based on a default by the Contractor with regard to such purchase arrangement. In addition, ESCNJ and each New Jersey Participant reserves the right to withhold payments for goods and services that are not in compliance with the terms of the contract or if the Contractor is in default. Any of the following shall be a default under the contract: 1) The Contractor fails to adequately perform the services set forth in the contract; 2) Contractor fails to deliver all or any part of the goods, or delivers defective goods; 3) The Contractor fails to make progress in the performance of the contract and/or does not deliver within the agreed-upon schedules; 4) The Contractor fails to observe any of the terms and conditions of the contract, including, without limitation, assigning the contract and/or failing to deliver required insurance or performance bonds; 5) The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the New Jersey Participant; or 6) the Contractor has become insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days. ESCNJ and each New Jersey Participant shall follow the following procedure if the contract or purchase order is to be terminated:
   Step 1 - Issue a warning letter of concern outlining the violations and length of time to correct the problem(s). The length of time to correct the problem shall be determined by ESCNJ or the New Jersey Participant, as applicable, in its sole discretion, based on the problem.
   Step 2 - Issue a letter of intent to cancel the contract or purchase order, if the problem(s) is not resolved by the given date.
   Step 3 - Issue the letter to cancel contract or purchase order.
   Upon receipt of the written notice of concern, the Contractor shall have ten (10) business days to provide a satisfactory response to ESCNJ and the New Jersey Participant that provided the notices. Failure on the part of the Contractor to address adequately all issues or concerns may result in contract cancellation.

   The remedy to terminate and withhold payments is in addition to any other remedies ESCNJ and the New Jersey Participants may have. In the event of Contract termination by a New Jersey Participant, such New Jersey Participant's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor. Upon termination of this Contract under this section, the Contractor (and its surety) will be responsible for all of such New Jersey Participant's expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.
3. **Assignment:**
   Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of its/his/her contractual duties to any other person, firm, or corporation, without the previous written consent of ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement. If the Contractor wants to assign its/his/her right to payment of the Contract, Contractor shall notify ESCNJ and any New Jersey Participant that has an outstanding open purchase order or financing arrangement immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from its/his/her obligations or change the terms of the Contract.
4. **Indemnification:**
   Contractor shall indemnify, defend, keep and save harmless ESCNJ, each New Jersey Participant and its respective agents, officials, employees and volunteers (each an "Indemnified Party") against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses (including attorneys' fees) which result from, arise out of, or in connection with the performance, or breach of performance, under the Contract of Contractor and any of its/his/her employees, agents or personnel. The Contractor shall, at its/his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Indemnified Party in any such action, the Contractor shall, at its/his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Party as herein provided.
5. **New Jersey** Participant Policies:
   The Contractor must be familiar with a New Jersey Participant's policies or regulations which affect the services provided under

this Contract and that have been or will be distributed during the term of this Contract. Policies and regulations include, but are not limited to, New Jersey Public Contracts Law, school district policies, municipality policies, charters school policies, and county ordinances.

As each board of education, municipality governmental agency, educational institution in the State of New Jersey may have or may be required to have individual policies and procedures for the procurement of goods and services; and as one of the aforementioned institutions/agencies may be dependent upon the policies/procedures of another institution or agency, it is required for the Contractor to be familiar with the policies of the New Jersey Participant that impact the purchase. In limited situations, there may be State statutes which govern the allowability of purchases to be reimbursed by State funding. The New Jersey Participant should obtain its own legal advice on these statutes prior to purchasing under a contract.

The following documentation will be required prior to the award of any contract for New Jersey Participants:

1. New Jersey Business Registration Certificate - Before award in NJ not at time of bid
2. New Jersey Contractors Registration Certificate (All time and material bids.) Before award in NJ not at time of bid
3. New Jersey Pay-to-Play Documentation (Political Contribution Disclosure)
4. Statement of Ownership (Ownership Declaration Certification)
5. New Jersey Mandatory Equal Employment Opportunity Language (Exhibit A)
6. New Jersey Mandatory Equal Employment Opportunity Language Construction Contracts (Exhibit B)- (All time and material bids.)
7. New Jersey Certificate of Authority (All time and material bids.)
8. Certification of Non-Debarment for Federal Government Contracts (All time and material bids.)
9. Equipment Certification Form (All time and material bids.)
10. Acknowledgement of the Contractor's/Vendor's responsibility to pay prevailing wage. http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html (Time and material bids.)
11. New Jersey Affirmative Action Questionnaire/Documentation (Certificate of Employee Information Report)
12. Prohibited Russia-Belarus Activities & Iran Investment Activities Form - Before award in NJ not at time of bid
13. Years of experience is not a criterion for the evaluation of bids to be awarded for the State of New Jersey. For additional informationvisitwww.nj.gov/dca/divisions/dlgs
14. W9
15. Certificate of Insurance with the ESCNJ named as insured and the bid title/# listed - Before award in NJ, not at time of bid
16. DPMC Notice of Classification- (All time and material bids.)
17. Total Amount of Uncompleted Contracts (All time and material bids.)
18. Americans with Disabilities Act of 1990
19. Statement of Suspension or Debarment Form
20. Sworn Contractor Certification; Qualifications Credentials (All time and material bids.)
21. Subcontractor Disclosure Statement (All time and material bids.)
22. Prevailing Wages Certification—Submission with Bid (All time and material bids.)
23. Pre-Qualification Affidavit/No Material Adverse Change (All time and material bids.)
24. Certificate of Authority (All time and material bids.)
25. Assurance of Compliance
26. Contractors licenses (All time and material bids.)
27. New Jersey School Development Authority (All time and material bids.)

6. **Performance Bonds:**

Each New Jersey Participant may require a performance bond in the case of services to be performed under the Contract if required. The Contractor shall furnish to the New Jersey Participant a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to the New Jersey Participant assuring the faithful performance of the Contract. The Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant and shall be continued for the life of the Contract in amounts equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by the New Jersey Participant. The Contractor must send such Performance Bond to the New Jersey Participant prior to the commencement of any services under the Contract. Each such Performance Bond shall be furnished by a surety company acceptable to the New Jersey Participant and licensed or authorized to do business in New Jersey. Failure to deliver the bond shall be considered a default under the Contract, at the discretion of and upon notice by the New Jersey Participant.

7. **Governing Law:**

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without

regard to its conflicts of laws principles.

8. **Financing Arrangements:**
Any financing arrangements (including lease purchasing arrangements) may be made directly between the Contractor and a New Jersey Participant or with the free ESCNJ Leasing Program. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each New Jersey Participant that is interested in such an arrangement. Each New Jersey Participant should seek its own legal advice prior to entering into a financing arrangement. ESCNJ must receive a report annually summarizing the executed lease purchases along with the summary of the customer purchases. ESCNJ will not collect lease payments or be involved in the terms and conditions of the Contractor lease. All lease arrangements are between the Contractor and the New Jersey Participant only.

9. **Affirmative Action:**
The Contractor/Vendor must have an employment policy that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training, in any manner prohibited by the laws of the United States or of the State of New Jersey. The Contractor/Vendor further agrees to be an "affirmative action-equal opportunity employer." The Contractor/Vendor must provide one of the following: "Letter of Federal Affirmative Action Plan Approval", "Certificate of Employee Information Report" or a completed "Employee Information Report Form AA302" prior to award of bid.

10. **Independent Contractor:**
The Contractor shall not be held or deemed in any way to be the agent or employee of ESCNJ and/or a New Jersey Participant. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

11. **Incorporation of Bid Documents:**
The bid documents, including all appendices executed by Contractor that have been accepted by ESCNJ (the "Bid") are specifically incorporated into this Contract.

12. **New Jersey Public Records Act:**
The Contractor acknowledges that ESCNJ and New Jersey Participants are subject to the New Jersey Public Records Act, New Jersey Public Contracts Law and information submitted to ESCNJ and/or such New Jersey Participants may be made available to the public under the provisions of this Act.

Marketing and Advertising under this Contract - applicable to Member Agency (ESCNJ) contract only:

1. Contractor agrees to provide ESCNJ with a copy or proof sheet of all advertisements, customer communications or promotional material for approval. Contractor will provide ESCNJ with date of release and name of publication, journal, etc. if applicable.
2. Contractor will include the approved ESCNJ logo, web address, bid #, bid title, bid term, NJ State Approved Co-op #65MCESCCPS and contact information in all print, electronic mail and other advertising and promotion intended for release in New Jersey.
3. The ESCNJ logo and information shall be of a clearly readable size and in appropriate proportion to other elements in the print material.
4. Contractor agrees to make available ESCNJ supplied brochures or other promotional materials on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at tradeshows, conventions and the like. Contractor will supply scheduled exhibit dates in advance.
5. Contractor agrees to insert the approved ESCNJ logo, web address, NJ State Approved Co-op #65MCESCCPS bid #, bid term and contact information on the Contractor's website promoting and providing a link to the ESCNJ website. Contractor will also provide ESCNJ with text, links and logos to be posted on the ESCNJ website.

B. **Procedures for Processing Orders**

1. Once the award is made to the Contractor, ESCNJ will inform the potential New Jersey Participants of the Contract, including a webpage dedicated to the contract on the ESCNJ website. At this point, the Contractor may directly contact any potential New Jersey Participant and any potential New Jersey Participant may directly contact the Contractor.
2. Purchase orders will not be accepted or processed by ESCNJ. All business will be contracted directly with the New Jersey Participant, which will issue a purchase order and provide payment for the applicable good or service directly to the Contractor.
3. 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.
4. 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:
    1. Date of order.
    2. The name of the New Jersey Participant.
    3. ESCNJ Bid Number

4. ESCNJ Co-op Number (New Jersey State Approved Cooperative Pricing System #65MCESCCPS)
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.

5. Quarterly reports and administrative fee payments are to be made payable to ESCNJ and sent to ESCNJ, 1660 Stelton Road, Piscataway, NJ 08854, Attn: Bookkeeper, or such other address that ESCNJ will provide from time to time.
6. 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.
7. New Jersey School Districts and other eligible New Jersey Participants are normally exempt from sales tax. The Contractor/Vendor should confirm this exemption and collect a tax-exempt letter from each New Jersey Participant.

C. Members Purchasing Under the Agency

There are 686 operating school districts in New Jersey and all are eligible for membership. No district is obligated to use these services. Additional New Jersey Participants may include other public educational institutions, public colleges or universities, community colleges, vocational or technical schools, municipal governments, and other governmental, quasi-governmental, or non- profit organizations. The ESCNJ Cooperative Pricing System currently has 1,400+ New Jersey Participants located in all 21 Counties of the State of New Jersey.

CONFLICT OF INTEREST

An ESCNJ employee (including independent contractors for purposes of this definition) placing an order or recommending a vendor must disclose any relationship with that vendor which would not be considered an "arms-length" or independent transaction. This disclosure must be made in writing to the Business Administrator and/or Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

For a transaction to be considered "arms-length" or "independent", an ESCNJ employee should not be influenced, dependent upon, guided or controlled by a vendor into choosing that vendor, or item to purchase; nor should it appear to a third party that an ESCNJ employee made a purchasing decision which appears to be based upon a personal relationship between the ESCNJ employee and vendor.

The following are examples when a transaction is NOT considered arms-length or independent: (1) when there exists a personal relationship between an ESCNJ employee and a vendor, (2) when there exists the potential for a personal benefit to an ESCNJ employee, or (3) the parties to a business deal are dependent upon one another for "something" other than the purchase itself.

The Contractor shall disclose any relationship with an ESCNJ employee that would not be considered an "arms-length" or independent transaction, as described above. This disclosure must be made in writing to the Business Administrator and/or the Chief Financial Officer for an evaluation. The Business Administrator and/or the Chief Financial Officer will respond to this disclosure in writing.

In addition, the Contractor shall, if given a copy of the potential New Jersey Participant's conflict of interest policy, follow the process in that policy, or otherwise disclose to a potential New Jersey Participant any relationship that would not be considered an "arms-length" or independent transaction with that New Jersey Participant, as described above. This disclosure must be made in writing to the chief official (for example, the Superintendent at a board of education) at the potential New Jersey Participant.

Determination of the existence of a conflict of interest does not prohibit ESCNJ and/or a New Jersey Participant from entering into the contract and purchase order, respectively.

American Goods - American Goods Clause—N.J.S.A. 18A:18A-20 - American goods and products to be used where possible

All contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, to be used in such work.

Anti-discrimination - All parties to any contract with the ESCNJ agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Debarment/Suspension - N.J.A.C. 17:19-1.1 et seq. The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award— SAM (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM

For Time and Material bids - DPMC - There is a non-refundable fee of $100.00 which must be submitted to the State with your application. All payments must be made on company checks (no-cash) made payable to "Treasurer, State of New Jersey". No application will be processed without the fee. If you have any questions, please contact the Contractor Classification unit by accessing the DPMC web site at www.state.nj.us/treasury/dpmc/ NOTE: It is suggested that a photocopy of this completed form be retained for your records. Please submit the completed application and all required documentation to the Treasurer, State of New Jersey. Upon

review and approval of this application, your firm will be notified by mail of the effective and expiration dates, type of work, and rating assigned to your firm. Please submit your certificate with your bid package.

Any contractor who submits a bid for a public works contract the amount which exceeds **$20,000**, pursuant to N.J.S.A. 18A:18A- 26, 27 et seq., shall be classified by the Department of Treasury, Division of Property Management (DPMC) as to the type of work and trades (character) and the aggregate rating (amount) of public work they are qualified to submit bids.

The ESCNJ may only accept bids from contractors that are qualified.

Notice of Classification—DPMC-27
The Notice of Classification is a document issued by the DPMC that provides the following information about the qualified contractor:

- Trade(s) classification held by the contractor

The contractor is classified by the trade and trade number as found in Form DPMC-27. For example

Trade Number	**Trade**
C030	Plumbing
C032	HVACR

The contractor is therefore qualified to submit bids (exceeding $20,000) to the board of education that pertain to plumbing and heating, ventilation, air conditioning and refrigeration.

For Time and Material Bids Equipment Certification 18A:18A-23. A certificate showing that the bidder owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

For Time and Material bids - Total Amount of Uncompleted Contracts - DPMC 701
This document is completed by the contractor submitting a bid, on the form provided by the DPMC. The document lists the amount of uncompleted contracts held by the contractor and a certification that the amount of uncompleted contracts, added to the bid amount for the ESCNJ Participant project, does not exceed the Aggregate Amount rating as assigned by the DPMC.

For Time and Material bids - Pre-Qualification Affidavit/No Material Adverse Change
Pursuant to N.J.S.A. 18A:18A-32, no bidder is qualified to bid on any public work contract unless they provide an affidavit that there has been no material adverse change in his qualification information pursuant to N.J.S.A. 18A:18A-28.

For Time and Material bids - Prevailing Wages Certification; Alterations and repairs - The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the New Jersey Participant, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56-25 et seq. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at http://lwd.dol.state.nj.us/ the Prevailing Wages Determination Section.

For Time and Material bids - Compliance with New Jersey Prevailing Wage Act
Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

For Time and Material bids - Certified Payrolls
Every contractor agrees to submit to the New Jersey Participant a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the New Jersey Participant, if certified payrolls are not received by the New Jersey Participant. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

For Time and Material bids - Submission of Affidavit
Before final payment, the contractor shall furnish the New Jersey Participant with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

For Time and Material bids – <u>Certificate of Authority</u>
All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]
Tax Effective Date 10-15-10
Document Locator No. [redacted]
Date Issued 10-14-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

For Time and Material bids – <u>Contractor Trade Licenses</u>
All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

For Time and Material bids – Contractor's Registration evidence "Public Works Contractor Registration Act"

A. <u>Valid Certificate – Receipt of Bid</u>

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act.*" The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. <u>Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory</u>

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

For Time and Material bids – NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

For Time and Material bids – Sworn Contractor's Certification - (Bidder's Certification)
Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification shall lead to the bid being rejected.**

Term of Contract and Extensions: Multiyear contracts – 18A:18A-42
All contracts for the provision of goods or services shall be awarded for a period not to exceed 24 consecutive months, except that contracts for professional services pursuant to paragraph (1) of subsection a. of N.J.S.18A:18A-5 shall be awarded for a period not to exceed 12 consecutive months. Any Board of Education may award a contract for longer periods of time for the listed goods/services as stated in 18:A-18A-5. Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year extensions, subject to the following limitations: a. the contract shall be awarded by resolution by the ESCNJ Board Members upon a finding by the ESCNJ that the services are being performed in an effective and efficient manner; b. no such contract shall be extended so that it runs for more than a total of five consecutive years; c. any price included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. the terms and conditions of the contact remain substantially the same. All multiyear leases and contracts entered into pursuant to this section, including any two-year or one-year extensions, except contracts for insurance coverages, insurance consultant or administrative services, participation or membership in a joint self-insurance fund, risk management programs or related services of a school board insurance group, participation in an insurance fund established by a county pursuant to N.J.S.40A:10-6 or contracts for thermal energy authorized pursuant to subsection a. above and contracts for the provision of performance of goods and services to promote energy conservation through the production of I renewable energy, authorized pursuant to subsection o. of this section, shall contain a clause making them subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause. All contracts shall cease to have effect at the end of the contracted period and shall not be extended by any mechanism or provision, unless in conformance with the "Public School Contracts Law" N.J.S.18A:18A-1et seq., except that a contract may be extended by mutual agreement of the parties to the contract when a board of education has commenced rebidding prior to the time the contract expires or when the awarding of a contact is pending at the time the contract expires.

18. **New Mexico, Cooperative Educational Services (CES)**

The following are terms and conditions that apply to CES Members' and Participating Entities' use of products, services and/or construction services procured by this Request for Proposal (RFP) or Request for Bid (RFB). By making use of any products, services and/or construction services procured by this RFP or RFB, the Member or Participating Entity agrees to the following conditions.

Use Conditions

1. The contract terms to be followed by the Contract Holder are those contained in the above referenced RFP or RFB, and Contract Holder will agree to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder will agree that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members or Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

2. CES Member or Participating Entity acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. A CES Member or Participating Entity may place purchase orders for Products, Services and/or Construction Services und with the contract holder or in the case of construction CES which, in turn, shall place the purchase order with the Contract Holder. However, any resulting contract between the Contract Holder and a CES Member or Participating Entity does not create any additional obligations on the part of CES.

3. For transactions which involve CES transmitting purchase orders from a Member or Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member or Participating Entity in accordance with CES Member or Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES. For purchase orders sent directly to the contract holder or purchase orders sent by CES to the contract holder, CES also volunteers to provide informal mediation services between Contract Holder and CES Member or Participating Entity in the event any dispute arises between them.

4. For purchase order sent to contract holder by CES, upon CES' receipt of funds from the CES Member or Participating Entity, CES has shall apply those funds only as instructed by CES Member or Participating Entity. CES shall incur no liability to CES Member or Participating Entity except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services. Performance is the sole responsibility of Contract Holder.

5. CES Member or Participating Entity agrees that it will not assert any claim against CES in the event a dispute arises regarding the alleged failure of Contract Holder or a CES Member or Participating Entity to perform as provided for any purchase order or other contract between Contract Holder and a CES Member or Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

6. Any liability alleged to lie with CES shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

For the purposes of this solicitation the following terminology shall be defined as indicated below:

1. The terminology: "Agency", "CES Eligible Agency" and "Eligible Agency" are defined as a CES Member, Participating Entity and other entities that may utilize any contract created through this solicitation. Therefore, Agency, CES Eligible Agency, Eligible Agency, Member and Participating Entity are interchangeable.
2. The terminology: "AEPA" is defined as Association of Educational Purchasing Agencies as the agency that conducts and performs procurement activities on behalf of CES and CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
3. The terminology: "Offeror" is defined as contractor, contract holder, vendor, or supplier and can be used interchangeable.
4. The terminology: Cooperative Educational Services is defined as "CES", "CES Members and Participating Entities". Therefore, CES, Members and Participating Entity are interchangeable.
5. **"Buyer"**: as used in this solicitation (RFP) is defined as "CES" as the agency that conducts and performs procurement activities on behalf of CES Agencies in accordance with a CES Joint Power Agreement, and/or a Cooperative Purchasing Agreement and CES policies and procedures.
6. **CES Members:** Are the parties to the CES Joint Powers Agreement (JPA) and consist of public educational institutions within the State of New Mexico and include public school districts as defined in NMSA 1978, § 22-1- 2, State Institutions as defined in NMSA 1978, § 22-1-2, State Educational Institutions defined under Article XII, Section 11 of the New Mexico Constitution, most of the community colleges defined by the "Community College Act" as defined in NMSA 1978, § 21-13-1 et seq., their branch community colleges as defined in NMSA 1978, § 21- 14-1 et seq.,

technical and vocational institutes defined in NMSA 1978, § 21-16-1, area vocational schools defined in NMSA 1978, § 21-17-4, off campus community colleges or instructional facilities as defined in NMSA 1978, § 21- 14A-1, charter schools as defined in NMSA 1978, § 22-8A-1, Regional Center Cooperatives as set forth in Section 22-2B-1 et seq., and 638 schools and grant schools. Each public educational institution is authorized by its governing body and the Procurement Code NMSA 1978, § 13-1-135 to enter into cooperative purchasing agreements, pursuant to NMSA 1978, § 11-1-1 and Sec. 108 of Ch. 65 of the Laws of 1984 (The Procurement Code).

7. **CES Participating Entities**: Are defined as public agencies and/or organizations classified as follows that may participate in and purchase tangible personal property, professional, non-professional and construction services through their cooperative purchasing agreement with CES.

a) Federal Agency [25 USC 3001 (4)] is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment 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.

b) State Agency NMSA 1978, § 13-1-190 is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or office of the executive, legislative, or judicial branch of the government of this State. "State agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent but does not include local public bodies.

c) Local Public Body [NMSA 1978, § 13-1-67] is defined as a political subdivision of the State and the agencies, instruments, and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [NMSA 1978, § 13-1-28].

d) Non-Profit, Non-Public Educational Institutions and other Non-Profit 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.

8. **CES Regions:** New Mexico is a large state geographically. For this solicitation (RFP), CES is dividing the State into eight (8) service regions. Offerors will be required to indicate within their response to which of these service regions of the State they wish to provide services, and prioritize the areas, in order, that their firm intends to concentrate its efforts, if given an award. The first eight (8) service regions are listed below with the Public-School Districts located in each. Any public educational institution, i.e., BIA schools, charter schools, colleges, universities, community colleges or participating entities physically located within these regions are considered as part of that region.

1. **Region One (1)** – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley, and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch
2. **Region Two (2)** – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico- Los Alamos Branch, and University of New Mexico – Taos Branch
3. **Region Three (3)** – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University
4. **Region Four (4)** – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro, and Vaughn School Districts; Alamo Navajo School, New Mexico CFYD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus
5. **Region Five (5**) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico, and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College
6. **Region Six (6)** – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell, and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad
7. **Region Seven (7)** – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso, and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired, New Mexico State University at Alamogordo
8. Region Eight (8) – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

9. **Cooperative Procurement:** Is authorized under NMSA 1978 § 13-1-135 and this contract is based on the need for CES

to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing for Public Educational Institutions, Participating Entities, Local Public Bodies, and other external procurement units.

10. **Cooperative Procurement Agreement:** Is an agreement between CES and a Participating Entity for establishing the procurement method by which Participating Entities may join in cooperative multi-jurisdictional contract to ensure the commitment of each Participating Entity. Further, the Agreement provides an understanding of the contracting process and the organization and operation of this purchasing cooperative(CES).
11. **Prime Contractor:** Any Contractor paid directly by CES or its Member and Participating Entity is a prime contractor; a subcontractor is paid by the prime contractor. Prime contractors using subcontractors are responsible for all actions of their subcontractors.
12. **Procurement Code:** NMSA 1978, §§ 13-1-21 through 13-1-199 may be cited as the "Procurement Code".

Acceptance of Delivered Services: The CES Member or Participating Entity will be the determining judge of whether materials and services delivered under the contract satisfy the requirements as identified in the contract order. If there is a dispute between the Offeror and the CES Member or Participating Entity, CES will make the final determination.

Accounts Payable: This is the amount owed to an Offeror by CES or the CES Member/Participating Entity due to an accepted delivery of products or services by a CES Member/Participating Entity pursuant to a contract executed as a result of this solicitation.

Administrative Fee: CES' two percent (2%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable, New Mexico Gross Receipts Tax (NMGRT), and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES or CES Member or Participating Entity according to the payment schedule established by CES.

Applicable Law: Any contract executed as a result of this solicitation will be governed by the laws of the State of New Mexico, both as to interpretation and performance. Suits pertaining to this contract can be brought only in courts in the State of New Mexico. Offerors doing business with CES must be in compliance with the Federal Civil Rights Acts of 1964 and Title VII of that Act, Rev. 1979. All work under any contract entered into as a result of this solicitation will be done in strict accordance with the most recent edition of any relevant regulation, standard, document or code that relates to these laws. Where conflict among the requirements or with these specifications exists, the most stringent requirement will be used.

Arbitration: Any contract executed as a result of this solicitation which requires arbitration, is subject to the extent required by the New Mexico Uniform Arbitration Act, Sections 44-7A-1 to 44-7A-32 NMSA 1978.

Assignment: No right or interest in any contract executed as a result of this solicitation will be assigned or transferred by the Offeror without notification and approval to AEPA and CES, and no delegation of any duty of the Offeror will be made without notification to AEPA and CES.

Assignees, Mergers, Dissolution and Successors: The Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. The surviving, resulting, or transferred business structure shall:

A. Qualify to do business in the State of New Mexico and holds the appropriate licenses, registrations, etc.;
B. Agree in writing to perform all of the existing and future obligations of the original Offeror's CES Contract.
C. Provide CES with all of the documents required for said assignment, merger or dissolution for the CES procurement file.

Assignment of CES Payments: If the Offeror requests that its payment from CES, its Members or Participating Entities be issued to a third party or that a joint check be issued to the Offeror and a third party, this request must be submitted and approved by CES prior to the Offeror accepting a purchase order. CES reserves the right to assess a special handling charge of Thirty-Five Dollars ($35) per check. The special handling charge will be deducted from the amount of the invoice being paid.

Audit Rights: In accordance with applicable State of New Mexico and federal law, the Offeror's books and records related to any process and/or activity that occurs as a result of a contract executed as a result of this solicitation may be inspected by CES and/or the New Mexico State Auditor. Offeror must retain payment records received from CES for a period of (3) years from the date of final payment.

Authority: Any executed contractual agreement, is issued under the New Mexico Procurement Code, CES Board Policies, and CES Procurement Guidelines.

Billing: Upon acceptance of the delivery of goods and/or services, the Offeror will invoice, either CES or the CES Member/Participating Entity, referencing the purchase order number issued. If CES issues the purchase order, the CES Member's/Participating Entity's name must be on the invoice. The Offeror will only issue invoices to CES, CES Member or Participating Entity from which the purchase order was issued. The Offeror will only accept a purchase order from a Member or Participating Entity in accordance with the CES Direct Purchase process. Goods and services will be invoiced at the current contract pricing on file with CES. At a minimum, the invoice must include: the CES contract number, the hourly rate or the catalog/list unit price, the CES discount and the final CES price. All pricing must include the CES two percent (2%) administrative fee embedded into the final CES price. Except for adding shipping or freight costs, the invoice amount cannot exceed the amount of the CES or CES Member/Participating Entity purchase order total. New Mexico Gross Receipts Tax (if applicable) must be shown as a separate line.

Bonds: Bid, Performance and or Payment Bonds, if required, are to be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code and be a surety listed in the US Treasury Circular 570.

Bribes, Gratuities and Kickbacks: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities, and kickbacks.

Campaign Contribution Disclosure Form: Documents used to disclose whether they, a family member, or a representative of the prospective Offeror has made a campaign contribution to an applicable public official of the State or a local public body during the two years prior to the date on which the Offeror submits a proposal (NMSA 1978, § 13-1-191.1). Prior to the Offeror entering into a contract with an individual CES Agency, the Offeror must provide the CES Member or Participating Entity with a Campaign Contribution Disclosure Form.

CES eProcurement System: CES has online procurement and contract management system called CES eProcurement System. This system allows CES to manage Bid and RFP submission, contract holder's business and contract information, all into one web-based application. If recommended for a contract award, the bidder or offeror will need to create a user profile for their company in the CES eProcurement System. This allows CES to maximize the efficiencies of the contract and solicitation process through a web-based solution.

Confidential Information and Disclosure of Proposal Contents: For the purposes of this procurement, the provisions of the "New Mexico Inspection of Public Records Act NMSA 1978, Chapter 14, Article 2, will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded, that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the New Mexico Inspection of Public Records Act for further clarification.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. The Offeror must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "CONFIDENTIAL" in order to claim protection, if any, from disclosure. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL" within the required electronic submission.

The CES Procurement Manager will review the statement and will determine in writing whether the information will be withheld. If the Procurement Manager determines that the information should be disclosed, the Offeror will be informed in writing of such determination and, should the Offeror object in writing within five (5) days after notification thereof, no disclosure will be made, and the bid or RFP may be rejected.

Confidential Information Disclosure: Any confidential information provided to the Offeror by CES, its Members or Participating Entities or developed by the Offeror based on information provided by CES, its Members or Participating Entities in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Offeror without the prior written approval of CES, its Members or Participating Entities. Upon termination of this Agreement, Offeror shall deliver all confidential material in its possession to CES, its Members, or Participating Entities within thirty (30) business days of such termination. Offeror acknowledges that failure to deliver such confidential information to CES, its Members, or Participating Entities will result in direct, special, and incidental damages.

Conflict of Interest: Any contract executed related to this solicitation is subject to cancellation by CES if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of a CES Member or Participating Entity is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.

Conflict of Interest - Disclosure of Employment: Offerors submitting proposals will disclose any and all owners, contractors, or employees who are active employees of CES or are immediate relatives of an employee of CES.

Contract: Any agreement for the procurement of items of tangible personal property, construction, professional services and other services.

Contract Non-Exclusive: Any contract resulting from this solicitation with the understanding and agreement that it is for the sole convenience of CES, its Members or Participating Entities in New Mexico. CES reserves the right to obtain like goods and services from another source when necessary.

Contract Term and Extension: The contract term shall be for up to four (4) calendar years and shall continue until terminated, canceled, or extended by either CES or Association of Educational Purchasing Agencies (AEPA). CES reserves the right to renew the Agreement through a written amendment signed by all required signatories but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150. "Perpetual" Software Licensing Service Agreements executed under any contract awarded as a result of this solicitation are subject to the provisions of NMSA 1978, § 13-1-150.

Contract Month-to-Month Extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interest of CES, its Members, and Participating Entities but, in any case shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150 and the Association of Educational Purchasing Agencies (AEPA).

Contract Type: Subject to the limitations of Sections 123 through 127 [13-1-150 to 13-1-154 NMSA 1978] of the Procurement Code, any type of contract, including but not limited to definite quantity contracts, indefinite quantity contracts and price agreements, which will promote the best interests of CES, CES Members and Participating Entities may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance. A cost-reimbursement contract may be used when such contract is likely to be less costly or it is impracticable to otherwise obtain the services, construction or items of tangible personal property required. NMSA 1978 § 13-1-149.

Default in One Installment to Constitute Total Breach: Offeror will deliver conforming materials in each installment, or lot of any contract, and may not substitute nonconforming materials. CES reserves the right to declare a breach of contract if the Offeror delivers nonconforming materials to any CES Member or Participating Entity under this contract.

Debarment Disclosure: If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall include a letter with its response identifying the name and address of the governmental 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. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Offeror, including the details enumerated above. A response from an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of an Offeror to disclose a debarment or suspension in accordance with this section may result in their response being disqualified for award of the solicitation.

Defective Goods: Every tender of materials must fully comply with all provisions of this solicitation and resulting contract. If tender is made which does not fully conform, this will constitute a breach, and Offeror will not have the right to substitute a conforming tender without written consent of all parties involved. Offeror agrees to pay for return shipment on goods that arrive in a defective or non-operable condition as determined by the CES Member or Participating Entity. Offeror agrees to arrange for return shipment of damaged goods at no cost to the CES Member or Participating Entity.

Delivery of Goods and Services: Offeror agrees to supply and deliver the Goods or Services to CES, its Members or Participating Entities and to perform the Services, as applicable per the scope of work. Offeror shall, at its own expense, pack, load, and deliver Goods or Services to the Delivery Point and in accordance with the delivery terms, shipping, packing, and other instructions printed on the CES or CES Member or Participating Entity purchase order or otherwise provided to the Offeror by CES, its Members or Participating Entities in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the purchase order or otherwise agreed to in writing by CES, its Member or Participating Entity.

Offeror must immediately notify CES, its Members or Participating Entities if Offeror is unable to meet a Delivery Date. At any time prior to the Delivery Date, CES, its Members or Participating Entities may, upon notice to Offeror, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of CES, its Members or Participating Entities or due to failure of Offeror to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to CES, its Members or Participating Entities upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the CES, its Members or Participating Entities in writing. CES, its Members or Participating Entities has no obligation to obtain insurance while Goods are in transit from Offeror to the Delivery Point.

Descriptive Literature and Brand Names: Contractor**,** as required by CES, its Members or Participation Entities include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers are intended to describe and identify equipment and software.

Electronic Data: The product and service provider must be willing and capable of providing to the CES and its Member or Participating Entity, upon request, documents i.e., proposals, communications, test results, reports, design/as-built drawings, presentations, specifications, etc. in an acceptable electronic format as approved by CES or CES Member or Participating Entity.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor 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 either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; pandemics; lockouts; injunctions-interventions-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 shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Indemnification: To the fullest extent permitted by law, Offeror shall, defend, indemnify and hold harmless CES, its Members, its Participating Entities, its officers and employees, against any and all liability, claims, demands, actions, damages, losses, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, government action and all expenses, including attorneys' fees and litigation expenses, demands or expenses asserted by a third-party, caused by, or resulting from, Offeror's and/or its employees, act(s) or omissions(s) while Offeror, and/or its employees, perform(s) or fails to perform its obligations and duties under any agreement entered into as a result of this solicitation or acts or omissions occurring outside of said agreement. Any equipment or facilities damaged by Offerors' operation shall be repaired and/or restored to their original condition at Offerors' expense. Offeror shall at all times during the life of the contract entered into as a result of this solicitation keep in force the minimum liability insurance limits as outlined in this solicitation. Failure to maintain current coverage in the amounts stated may result in termination of any agreement entered into as a result of this solicitation CES shall be named as a co- insured on the insurance policy and the policy shall provide that the policy cannot be modified or cancelled without the approval of CES. "This provision shall survive any termination of any Agreement entered into as a result of this solicitation Offeror will promptly advise CES in writing of any action, administrative or legal proceedings or investigation as to which defense and indemnification shall apply."

Indemnification Intellectual Property: 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:

1) Give the Offeror written notice, within forty-eight (48) hours of its notification of any claim;
2) Allow the Offeror to manage the defense and settlement of the claim as permitted by law; and
3) 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:
   a) 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;

b) Replace or modify the product or service so that it becomes non-infringing; or
c) 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. 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.

Intellectual Property Ownership: 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.

Intellectual Property Offeror: Offeror will retain ownership of its pre-existing Intellectual Property (IP), including any that may be incorporated into the Contract IP, provided that Offeror informs CES or the CES Member/Participating Entity in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Offeror hereby grants to CES or the CES Member/Participating Entity a perpetual, irrevocable, royalty-free worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, create derivative works based on such pre-existing Intellectual Property as my be incorporated into the Contract IP or otherwise provided to CES or the CES Member/Participating Entity in the course of performing under any contract resulting from this solicitation.

Data Use, Ownership of Materials, and Privacy: The terms of this section apply if Offeror receives, has access to or analyzes CES or CES Member/Participating Entity's data. As between the parties, CES or the CES Member/Participating Entity will own, or retain all of its rights in, all data and information provided by CES or the CES Member/Participating Entity to the Offeror, as well as all data and information managed by Offeror on behalf of CES or the CES Member/Participating Entity, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to any agreement generated through this solicitation, even if generated by the Offeror, as well as all data obtained or extracted through CES or the CES Member/Participating Entity or Offeror's use of such data or information. CES or the CES Member/Participating Entity's data includes all data and information provided directly to the Offeror.

All CES or CES Member/Participating Entity data will be CES's or the CES Member/Participating Entity's Intellectual Property (IP) and Offeror will treat it as "Confidential Information". Offeror will not use access, disclose, or license, or provide to third parties, any CES or CES Member/Participating Entity data, except to fulfill the obligations of the Contract IP. Without limitation, the Offeror will not use any CES or CES Member/Participating Entity data whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstration, without in each case, CES or the CES Member/Participating Entity's prior written consent. Offeror will not, directly or indirectly attempt to re-identify or de-aggregate, de-identified or aggregated information; or transfer de-identified and aggregated information to any third party.

Information Security: All systems, software, services, and devices that store, transmit, or otherwise process CES or a CES Member/Participating Entity's data must be designed, managed and operated in accordance with the information security best practices and in compliance with all applicable laws, rules and regulations.

Installation: Equipment or products that require professional installation will be installed in coordination with the CES Member or Participating Entity. If delayed, the Offeror will notify in writing both CES and the CES Member or Participating Entity of the revised installation date.

Insurance: Upon contract award, the contractor will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under the prospective contract, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the contractor or by anyone for whose acts

the contractor may be liable during the entire performance period of the prospective contract. The contractor must furnish an ACORD Certificate of Insurance to the CES. If policy changes occur during the life of the contract, it is the Offeror's responsibility to provide updated proof of coverage to the CES procurement officer.

1. Offerors will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes.
2. Offerors will submit a certificate of comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability. Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
3. Umbrella: $1,000,000. The Offeror will name CES and the CES Member or Participating Entity as co-insured up to the limits required by New Mexico Statues. Additional punitive damages liability to $500,000 will be provided naming CES as co-insured.
4. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.
5. In addition, Offeror must provide, upon request, identical certification of insurance to any CES Member or Participating Entity using this contract. 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 contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and CES Member or Participating Entity.

Leasing: Contractor may offer CES Members the option to enter into a lease or lease purchase agreements, providing such agreements are in compliance with New Mexico statutes. CES must receive a copy of the executed leasing documents between the leasing agency and the CES Member or Participating Entity. The contractor providing the equipment(s) to the CES Member or Participating Entity that is funded thru a lease option shall pay CES the two percent (2%) administrative fee on the total cost of the equipment(s), maintenance agreement, extended warranties and any products and services included in the lease agreement The CES administrative is non-refundable should the lease terminate early. CES will not collect lease payments, the CES Member or Participating Entity will make lease payments directly to the leasing agency. All terms of the leasing agreement must be included in the proposal including interest rates as related to a government standard. Contractor must indicate if the shipping costs for the return of leased equipment are the responsibility of the CES Member or Participating Entity and what that cost will be. No sale of a contract to a third party will be made without informing CES and CES Member or Participating Entity of the transfer. If Offeror sells a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Offeror.

A purchase option must be available with each scheduled payment. At lease end, an option to purchase the equipment at fair market value must exist or the CES Member or Participating Entity must return the equipment to the Leasing Agency. As required by New Mexico law, the lease agreement with the CES Member or Participating Entity must contain a termination provision for "Non-Appropriation of Funds." In the event no funds or insufficient funds are appropriated and budgeted by the CES Member or Participating Entity (Lessee) or are otherwise unavailable in any fiscal year for the payment of lease and other amounts due under the lease, the lease shall terminate on the last day of the fiscal period for which appropriations were received under the lease without penalty or expense to Lessee. The CES Member or Participating Entity shall make the determination if sufficient funds have been appropriated. The CES Member or Participating Entity shall give Lessor or its assignee written notice at least thirty (30) days prior to termination of lease due to Non-Appropriation of Funds.

Legal Remedies: All claims and controversies are subject to the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199.

Licenses: The contractor will maintain in current status all applicable federal, state, and local licenses, bonds, and permits as required for the performance of any contract awarded. Copies of licenses will be submitted by the contractor as required by CES, its Member or Participating Entity.

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

Limitation of Liability: The Offeror's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its Member Agency caused by the Offeror's negligence. The liability of CES or any CES Member Agency will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

Limitation of Liability: The contractor's liability to CES or any CES Member or Participating Entity, for any cause whatsoever shall be for the total amount of damages resulting from the Offeror, sub-contractors and/or employees acts that may result in personal injury, property damage or any other damages as identified by CES or its CES Member or Participating Entity caused by the contractor's negligence. The liability of CES or any CES Member or Participating Entity will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

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

Ordering Process: CES currently offers (4) four procurement/purchasing options: the "Traditional Method", the "Online Ordering Method" through Contractor's website and the "Direct Purchase Method" through the CES Blue Book and Leasing.

1. **Traditional method**, CES Members/ Participating Entities will submit signed purchase orders to CES at PO@CES.ORG. CES will then issue a purchase order to the Offeror. The Offeror must agree to never accept a purchase order directly from the CES Member/Participating Entity based on this procurement method. The purchase order you receive must be issued by CES.
2. **Online ordering through Offeror's website**, which allows the CES Members/Participating Entities to go online and create an order through the Offeror's system; the Offeror delivers the product/services; invoices the CES Member/Participating Entity; the CES Member/Participating Entity pays the Offeror; and the Offeror rebates the CES administrative fee to CES, unless an agreement to deviate from this process has been approved in writing by both parties.
3. **Direct Purchase:** For CES Direct Purchase the CES Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror and Member. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the CES Member/Participating Entity directly and collect payment. CES will invoice Offeror the CES 1.25% administrative fee.
4. **Leasing:** The Offeror will rebate the CES administrative fee based on the full amount, of the lease upon payment to the Offeror by the leasing company. CES must be provided a copy of the lease agreement for compliance.

Patent and Copyright Infringement: 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:

1. Give Offeror prompt written notice of any such claim after becoming aware of such claim.
2. Allow Offeror to control and fully cooperate with Offeror in the defense and all related settlement negotiations.

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 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 to 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.

Payments by CES Member or Participating Entities: For the purchase by a CES Member or Participating Entity directly from

the Offeror for goods and services that have been received and accepted. Payment from the Member or Participating Entity to the Offeror will be made within forty-five (45) days after the receipt of a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. If a dispute arises or an agency's account becomes delinquent, the Offeror is encouraged to contact and request assistance from CES. *Any offer that requires payment in less than forty-five (45) days may not beconsidered.*

Payment of Administrative Fee: When a CES Member or Participating Entity issues payment directly to the Offeror for goods and services received and accepted, the Offeror will upon receipt of payment from a CES Member or Participating Entity, issue payment to CES for the CES administrative fee as invoiced by CES.

Price List/Pricing: The Offeror will furnish CES with electronic copies of or provide electronic access to the approved current price list for products and services offered under this solicitation. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with AEPA and approved by CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES, CES Member or Participating Entity. All pricing must include the CES two percent (2%) administration fee.

Price Quote/Proposal: When preparing a quote/proposal, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment, and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum, all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES two percent (2%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by AEPA and CES.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Offeror must obtain from the CES Member or Participating Entity written documentation identifying the work completed and goods received to be submitted with progress payment request.
4. Payments will be made only after actual goods and/or services are verified, received, and accepted by the CES Member or Participating Entity.
5. Payments will be made in full compliance with the CES Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations, and statutes.
6. If the estimate of work and/or goods received are not approved and certified by the Member or Participating Entity. CES, Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
7. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Provisions Required by Law: Each and every provision of law and any clause required by law to be in the contract executed as a result of this solicitation will be read and enforced as though it were included herein, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All proposals submitted in response to this solicitation will become the property of CES and be a matter of public record available for review, under the supervision of CES staff from 9:00 a.m. to 4:00 p.m., Monday through Friday, at 10601 Research Rd. NE., Albuquerque, NM 87123.

Quality: Unless otherwise noted in this solicitation, Offeror warrants that for one (1) year after acceptance of the equipment or materials or work performed for the CES Member or Participating Entity, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged, and marked as the contract may require; and

5. Conform to the written promises or affirmations of fact made by Offeror.

Safety Measures: Offerors will take all necessary precautions for the safety of CES, CES Member and Participating Entity Staff and the public in general when installing, delivering goods, or services to CES, CES Members or Participating Entities physical location

Safety Standards: All items supplied to CES Member or Participating Entity will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

Sample: Samples may be required prior to awarding a contract and/or prior to entering into an individual project contract. Upon request of CES Member or Participating Entity, the Offeror will provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from CES Member or Participating Entity. Samples will be free of charge and submitted and removed at Offeror's expense. Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended and overall appearance. Samples received may be held for comparison with deliveries. CES and its Member or Participating Entity will not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to Offeror will be considered abandoned and the CES Member or Participating Entity will have the right to dispose of them.

Serial Numbers: Equipment offered/proposed in this solicitation must have the original manufacturer's serial number.

Severability: The provisions of any contract executed as a result of this solicitation are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract, which may remain in effect without the invalid provision or application

Shipping Errors: Offeror agrees that shipping errors will be at the expense of the contractor. For example; if the contractor ships a product that was not ordered by the CES Member or Participating Entity, it is the responsibility of the contractor to pay for shipping charges back to the manufacturer or distributor, etc., at the convenience of the CES Member or Participating Entity.

Shipping Terms: FOB Destination, "pre-pay and add "unless otherwise indicated by the CES Member or Participating Entity. The receiving agency will notify CES, the Offeror and/or Freight Company promptly of any damaged goods and will assist the Freight Company/Offeror in arranging for inspection.

Smoking: All contract holders and subcontractors must adhere to CES Member or Participating Entity smoking policies.

Stored Materials: Upon prior written agreement between the Contract holder and CES Member or Participating Entity, 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 CES Member or Participating Entity prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contract holder against loss and damage. Offeror agrees to provide proof of insurance coverage and addition of CES Member or Participating Entity as an additional insured upon agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of a buying CES Member or Participating Entity and be separated from other materials. The buying agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the CES Member or Participating Entity, it shall be the Contract holder responsibility to protect all materials and equipment. The Contract holder warrants and guarantees that title for all work, materials and equipment shall pass to CES Member or Participating Entity upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Taxes: Prices offered will not include applicable State of New Mexico Gross Receipts Tax (NMGRT) and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by the CES Member or Participating Entity issuing the purchase order to CES or Offeror. No NMGRT can be collected on delivery charges to the agency's location.

Taxes - Indian Reservation or Tribal Tax: If goods or services are subject to Indian reservation or tribal tax, Contract holder shall include such taxes as a separate item on the original invoice to CES.

Termination for Material Breach: Either Party may terminate any Agreement by notice to the other Party, for any material breach of said Agreement by the other Party, if such breach is not cured within ten (10) business days after the breaching Party receives notice of such breach from the non-breaching Party; provided, however, if such breach is not capable of being cured within the ten (10) business day period, the cure period shall be extended for an amount of time that the Parties agree to in writing and is reasonably necessary to cure such breach, so long as the breaching Party is using diligent efforts to do so. In case

of Default and/or Breach by the Offeror, for any reason whatsoever, CES or the CES Member or Participating Entity may procure the goods or services from another source and hold the ~~Offeror~~ Contract holder responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and CES or the CES Member or Participating Entity may also seek all other remedies under the terms of said Agreement and under law or equity.

Termination for Convenience: CES can, by written notice stating the effective date, may terminate any Agreement for convenience in whole or in part, at any time. CES, its Member or Participating Entity shall pay for acceptable work performed prior to the Contract holder receipt or issuance of a notice of termination. The Contract holder shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Termination for Default: CES reserves the right to terminate in whole or any part of any contract executed as a result of this solicitation due to the failure by the ~~Offeror~~ Contract holder to carry out any obligation, term or condition of the said contract. CES may issue written notice to the ~~Offeror~~ f Contract holder or acting or failing to act under but not limited to the following conditions.

1. The Contract holder provides material that does not meet the specifications of the contract.
2. The Contract holder fails to complete the services set forth in the specifications of the contract.
3. The Contract holder fails to complete the work required or to furnish the materials required within the specified time.
4. The contract holder fails to make progress in the performance of the contract and/or gives CES cause to believe that the Contract holder will not or cannot perform the requirements of the contract.
5. The Contract holder fails to observe any or all of the terms and conditions.
6. The contract holder accepts purchase orders, based on this contract, directly from a CES Member and then invoices them directly.
7. Any other conditions that, in the opinion of CES, warrants such action.

Upon receipt of a written notice, the Offeror will have ten (10) business days to provide a satisfactory response in writing to CES. Failure on the part of the Offeror to satisfactorily respond shall result in CES terminating the contract.

Termination for Gratuity: CES shall, by written notice to Contract holder terminate the contract if the Contract holder is found in violation of any of the following: NMSA 1978, § 13-1-191, NMSA 1978, § 30-24-1, NMSA 1978, § 30-24-2, NMSA 1978, § 30-41-1 to NMSA 1978, § 30-41-3.

Termination for Non-Appropriation: Any individual Member's or Participating Entities' project covered by this solicitation and executed through the AEPA/CES procurement process may be terminated for insufficient appropriations or authorizations. If sufficient appropriations and authorization are not made by the Legislature of New Mexico, or the CES Member or Participating Entity's Governing Body, any Agreement executed as a result of this solicitation shall terminate immediately upon written notice being given by CES, or the CES Member or Participating Entity to the Contract holder. CES, its Members or Participating Entity's Governing Body decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contract holder and shall be final.

Title and Risk of Loss: The title and risk of loss of material or service will not pass to CES Members or Participating Entities until it receives the material or service at the point of delivery, unless otherwise specified within this document.

Trade-In Equipment: Equipment for trade-in shall follow the requirements of NMSA 1978, § 13-1-156 and shall be dismantled and removed at the Contract holder expense.

Warranty: The Contract holder agrees that the tangible personal property or services furnished shall be covered by the most favorable commercial warranties the Contract holder gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to CES and/or the CES Member or Participating Entity and are in addition to and do not limit any rights afforded to CES and/or the CES Member or Participating Entity by any other Clause of this Agreement or order. Contract holder agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Warranty – Value Added Reseller: If Contract holder is a value added reseller (VAR) for products solicited as part this (RFP) and not the Original Equipment Manufacturer (OEM) or licensor, the Contract holder shall forward all warranties to CES or the CES Member or Participating Entity which are provided to the Contract holder from the OEM, and to the extent granted by the OEM, CES or the CES Member or Participating Entity shall be the beneficiary of the OEM's warranties with respect to the products. Contract holder shall not be a party to any such warranties between CES or the CES Member or Participating Entity and the OEM.

Year-End Procurement: Purchase orders (PO) issued to an Offeror for goods must be delivered and services must be

completed five (5) days prior to the CES Member or Participating Entity fiscal year end (June 30th), unless agreed upon in writing by both the CES Member or Participating Entity and the Offeror. CES must receive all invoices dated for the prior fiscal year by the 10th business day in July. The CES Member or Participating Entity may cancel purchase orders not completed by June 25th. The CES Member or Participating Entity may issue new or revised purchase orders dated after July 1st for any goods not delivered or services not completed by June 25th.

CES SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION

The Contract shall be governed by the laws of the State of New Mexico and parties agree that the State of New Mexico District Court of the County where the Project is located shall have jurisdiction to resolve all claims, issues and disputes not otherwise resolved in accordance with contract documents. Each and every provision of law and clause required by law to be inserted in this Contract shall be read and enforced as though it were included herein; and if through error or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of either party the Contract shall be amended without cost to make such insertion or correction and that the remainder of this Contract shall remain in effect and not be affected thereby.

Americans with Disabilities Act: For any project contracted under this RFP, the Proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended. The Construction Industries Division does not review plans and specifications for compliance with the ADA or ADAAG. The issuance of a building permit and compliance with the minimum codes do not ensure compliance with ADA or ADAAG. It is the Offeror's responsibility for compliance to ADA and ADAAG requirements for Lots under this Category.

Assignment of Antitrust Claims
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this project are hereby assigned to CES and the Owner but only to the extent that such overcharges are passed on to the Owner.

Bonds: All bid, performance, and payment bonds, if required, are to be issued by a corporate surety company authorized to do business in New Mexico as approved in federal circular 570 published by the United States Treasury Department.

1. Upon RFP submittal, CES requires that the Offeror provide a bid bond or other acceptable bid security in the amount of Twenty-Five Thousand Dollars ($25,000) in response to this RFP. Acceptable forms are AIA Document A310-2010 Bid Bond or NASBP that includes the same language as the AIA Document A310-2010.
2. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars ($25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member or Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
3. Prime Contract must identify its bonding capacity in the solicitation. Contractor will have the right to refuse work once its bonding capacity has been reached.

Change Orders:

1. A mutually agreed upon system for establishing changes orders must be identified, including changes in scope and changes in compensation for the prime Contractor. All change orders will be agreed to in writing by the Contractor and the CES Member or Participating Entity. No change order or Supplemental Job Order that increases the cost of the project will be permitted without a purchase order to CES from the Member ordering the change.
2. A copy of the approved change order must accompany a revised purchase order to CES. Minor changes mutually agreed upon between the CES Member or Participating Entity and the Contractor that do not involve compensation may be made without informing CES.

Claims and Disputes
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.

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.

Commencement Date/Substantial Completion Date:
CES's purchase order establishes the Notice to Proceed. The Substantial Completion Date refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose. The allowed duration for each project will be determined by the Contract Documents between the CES Agency and the Contractor.
1. Upon substantial completion of the project and as part of the project close-out phase, the Contractor will deliver to the CES Member or Participating Entity all associated paperwork to include but not limited to as built drawings, executed warranties, and guarantees applicable to the goods and services provided and any owners and operating manuals.

Construction: As defined in the New Mexico Procurement Code Regulations under 13-1-40 NMSA 1978. Definition: "construction" means 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 pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; 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 shall 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.

Contract between Owner, Buyer and Contractor: The Owner, Contractor, and CES shall execute a CES Three- Party Agreement for any project that requires a Davis Bacon or NM wage decision This Three- Party Agreement must be signed by all parties prior to the Contractor starting any work. In reference to this document, the Owner is a CES Eligible Agency; the Buyer is CES, which is acting as a conduit through which title to tangible goods may be vested in Owner. CES warrants and assures the Owner that it has complied with the State of New Mexico Procurement Code, Public Works Minimum Wage Act, the Public Works Contract Act, and the Subcontractor Fair Practices Act. The parties may agree to use as a guide the following; American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201, PSFA General Terms and Conditions, or Engineers Joint Contract Documents Committee (EJCDC®).

When using this agreement, the Contractor is responsible for providing CES with the information required to complete the Three-Party Agreement and must be executed prior to the first payment request is submitted to CES by the Contractor. It is at the discretion of the Owner and the Contractor to determine if an additional industry standard contract is to be executed in addition to this contract, including but not limited to, American Institute of Architects (AIA), The Engineers Joint Contract Documents Committee (EJCDC®) or Public School Facilities Authority (PSFA).

Contractor: As defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978: "contractor" means any person who undertakes, offers to undertake by bid or other means, or purports to have the capacity to undertake, by himself or through others, contracting. Contracting includes constructing, altering, repairing, installing or demolishing any: road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, bridle path, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewerage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewerage, water, gas or other pipeline; transmission line; radio, television or other tower; water, oil or other storage tank; shaft, tunnel or mining appurtenance; leveling or clearing land; excavating earth; air conditioning, conduit, heating or other similar mechanical works; electrical wiring, plumbing or plumbing fixture, consumers' gas piping, gas appliances or water conditioners; or similar work, structures or installations which are covered by applicable codes adopted under the provisions of the Construction Industries Licensing Act.

The Act includes subcontractor and specialty contractor; and includes a construction manager who coordinates and manages the building process; who is a member of the construction team with the owner, architect, engineer, and other consultants required for the building project; and who utilizes their skill and knowledge of general contracting to develop schedules, prepare project construction estimates, study labor conditions, and advise concerning construction.

Contractor License: As defined in Construction Industries Licensing Act 60-13-12 NMSA 1978. A Contractor's license is required for this contract. Exceptions per the NM Regulations and Licensing Department trades that have been de-classified are as follows:
GS-3 Tile

GS-10 Fencing
GS-11 Fixtures, Cabinets, Millwork
GS-12 Flooring
GS-17 Ornamental Iron and Welding
GS-18 Painting GS-22 Sandblasting
GS-26 Vaults and Depositories
GS-28 Gunite
GS-6 Doors are incorporated into GS-14 Windows and Skylights

1. No person shall act as a Contractor without a license issued by the division classified to cover the type of work to be undertaken.
2. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the division to bid and perform the type of work to be undertaken; provided this subsection shall not prohibit a licensed Contractor from bidding or contracting work involving the use of two or more trades, crafts or classifications if the performance of the work in the trades, crafts or classifications other than the one in which he is licensed is incidental or supplemental to the performance of the work in the trades, crafts or classifications for which he is licensed; and further provided that work coming under the jurisdiction of the mechanical bureau or the electrical bureau of the division must be performed by a Contractor licensed to perform that work.

Contractor's Price List:
Prices offered through the entire term of any contract awarded as a result of this RFP shall be current and will included the CES one point two five (1.25%) administrative fee. Should the contractor fail to update pricing with CES, the contractor shall honor their pricing on file with CES at the time of their quote submittal to the CES Agency. Price list(s) on file must clearly state and identify any/all products/services offered with their associated costs. When contractor offers a discount off a retail price, Manufacturer's Suggested Retail Price (MSRP), Gordian, JOC Core/RSMeans, or line-item pricing if applicable. they must include a complete copy of the document and/or the document must be available to the general public by electronic media or by the internet.

Construction Materials: The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime Contractor's name. Damaged or un- labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the Agency's contact person.

No products that contain asbestos fibers shall be used. Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state, and federal laws for the handling and disposal of asbestos.

Cost of the Work: If material costs covered by this solicitation should substantially increase or decrease beyond the prices established at time of solicitation's due date due to conditions beyond the control of the Contractor, a temporary price increase or decrease may be approved by CES, upon written request, prior to the development and submitting of a cost proposal to a CES Eligible Agency for their approval on an individual project. Upon receipt of such a request, CES will verify and issue a written determination accepting or rejecting the Contractor's request.

Insurance: The Contractor shall ensure that liability insurance is maintained in accordance with the laws of NM (See General Terms and Conditions) and may, at Contractor's option, either insure the activities of Subcontractors or require them to maintain insurance to cover all claims that may occur. If the Owner is damaged by the failure or neglect of the Contractor to maintain insurance as described above, then the Contractor shall be liable for all costs and damages properly attributable thereto.

1. The insurance required shall be written for not less than limits of liability required by law. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after final payment.
2. Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least **forty-five (45) days** prior written notice has been given to the Owner. If any of the foregoing insurance coverages are requested to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor with reasonable promptness.
3. The Certificates of Insurance shall clearly state the coverages, limits of liability, covered operations, effective dates, and dates of expiration of policies of Insurance. The Contractor will promptly notify and furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Certificates of Insurance shall be in the appropriate Cordiform.

4. Worker's Compensation Insurance shall be provided as required by applicable State law for all employees engaged at the site of the Project under this Contract, including Subcontractor employees. In case any class of employee engaged in work on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and cause each Subcontractor to provide Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000). Failure to comply with the conditions of this Subparagraph 11.1.5.1 will subject this Contract to termination.
5. Public Liability Insurance shall not be less than the liability amounts set forth in the New Mexico Tort Claims Act, §41-4-1 et seq. NMSA 1978, as it now exists or may be amended.
6. Comprehensive Vehicle Liability Insurance, for both owned and non-owned vehicles, shall be one million dollars ($1,000,000) per occurrence combined single limit for both personal injury and property damage.

Insurance – Property:
Unless otherwise stated, Builder's Risk coverage may be furnished by the Owner. The Contractor shall provide insurance which will protect the interests of the Contractor and Subcontractors in the Work. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made.

Licenses: The Contractor will maintain and inform CES of current status of all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services. Any Contractor using subcontractors must hold a current and appropriate Contractor's license, as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978 to enter into such contracts. It is the responsibility of the Contractor to ensure that any subcontractors performing under this RFP hold and maintain the appropriate Contractor's licenses as defined in Construction Industries Licensing Act, 60-13-1 NMSA 1978. The Contractor is responsible to ensure that all Sub-Contractors maintain current all federal, state, and local licenses, registrations, certifications, bonds, and permits required for the performance and delivery of any and all construction and non-construction products and services.

Liquidated Damages: 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.

Liquidated damages and early completion incentives will be between the CES Eligible Agency and the Contractor and must be agreed upon in writing. If the CES Eligible Agency declines a liquidated damages or early incentive agreement, the Contractor will ensure such agreement is reflected and included in the project's contract documents.

Lumber Species: Per the laws of New Mexico, In the construction, erection or repair of all buildings and structures under this contract, the Contractor is hereby required to use, whenever the species of lumber necessary for such construction or repair work is available in this state, such species of lumber produced from timber grown in the State of New Mexico.

Maintenance of Building Systems: The Offeror of the various facility components or systems electrical/ mechanical/ structural must have or have access to and offer comprehensive maintenance support services to CES Members and Participating Entities. If a third party is used to provide maintenance or warranty work, Offerors must include with the proposal details of any such arrangement. Factory certified, and trained technicians will be available to cover all parts of the state. Maintenance service in metropolitan areas of New Mexico should be available within 12 business hours of receiving a call and service in rural areas within 24 business hours of receiving a call. Any maintenance facility must have sufficient parts inventory to provide quality service on units sold to CES Members or Participating Entities. On small pieces of equipment, out-of-state manufacturers may offer mail-in service, if normal turn-around time is 48 hours.

New Mexico Building Codes and Regulations
The Contractor shall perform in compliance with all applicable national and state building codes.

- NMAC 6.27.30 - Statewide Adequacy Standards
- NMAC 14.5.1 - General Provisions: "This rule applies to all the administration, interpretation, and enforcement of contracting work performed in New Mexico subject to the jurisdiction of Construction Industries Licensing Act (CILA) and LP GAS Act."
- NMAC 14.5.2 – Permits: "This rule applies to all permitted work performed in New Mexico on or after November 15, 2017, that is subject to the jurisdiction of CID.
- NMAC 14.5.3 – Inspections: "This rule applies to all contracting work performed in New Mexico on or after November 15, 2016, that is subject to the jurisdiction of CID…"

- NMAC 14.5.8 - Investigations and Enforcement
- NMAC 14.5.9 - Code Bond Determinations
- NMAC 14.6.3 - Contractor's License Requirements
- NMAC 14.6.6 - Classifications and Scopes: This rule applies to any person who engages in contracting, as that term is defined in Construction Industries Licensing Act (CILA) Section 60-13-3 NMSA 1978.
- NMAC 14.6.7 - Modular Building Structures
- NMAC 14.7.2 - 2015 New Mexico Commercial Building Code
- NMAC 14.7.6 - 2018 New Mexico Energy Conservation Code
- NMAC 14.7.7 - 2015 New Mexico Existing Building Code
- NMAC 14.7.8 - 2015 New Mexico Historic Earthen Buildings
- NMAC 14.7.9 - 2018 New Mexico Commercial Energy Conservation Code
- NMAC 14.8.2 - 2015 New Mexico Plumbing Code
- NMAC 14.8.3 - 2012 New Mexico Swimming Pool, Spa and Hot Tub Code
- NMAC 14.9.2 - 2015 New Mexico Mechanical Code
- NMAC 14.9.3 - 1997 Uniform Mechanical Code
- NMAC 14.9.4 - Boilers
- NMAC 14.9.6 - 2012 New Mexico Solar Energy Code
- NMAC 14.10.4 - 2017 New Mexico Electrical Code
- NMAC 14.10.5 - 2012 New Mexico Electrical Safety Code
- NMAC 14.11.3 - 1997 Uniform Plumbing Code
- NMAC 19.15.40 - New Mexico Liquefied Petroleum Gas Standards
- NFPA 54 - 2018 National Fuel Gas Code
- NFPA 58 - 2017 Liquefied Petroleum Gas Code.
- Construction Industries Licensing Act, Sections 60-13-1 through 60-13-59 NMSA 1978.
- LP Gas Act, Sections 70-5-1 through 70-5-23 NMSA 1978.
- Procurement Code, Sections 13-1-28 through 13-1-199 NMSA1978
- Public Works Contracts, Sections of 13-4-1 to 13-4-43 NMSA 1978
- Public Works Minimum Wage Act, Sections 13-4-10 through 13-4-17 NMSA1978
- Subcontractors Fair Practices Act, Sections 13-4-31 to 13-4-42 NMSA 1978
- Prompt Payment Act, Sections 57-28-1 to 57-28-11 NMSA1978 New Mexico Public School Facility Authority Adequacy and Construction Standards for K-12 Educational Facilities only.

NMCID: New Mexico Construction Industries Division, a state agency who is responsible for overseeing, administering, issuing, and ensuring that construction projects, Contractors and owners follow and comply with New Mexico laws, rules, regulations, policies, and procedures.

NMDWS: New Mexico Department of Workforce Solutions, a state agency responsible for the administering and ensuring that all Contractors, and subcontractors follow and comply with New Mexico and Federal labor laws and applicable policies and procedures governing employment and the general workforce.

NMDWS Contractor Public Works Registration Requirement: As defined in Public Works Minimum Wage Act 13-4-13.1 NMSA 1978. In order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than Sixty Thousand Dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 to 13-4-17, NMSA 1978], the Contractor, serving as a prime Contractor or not, shall be registered with the New Mexico Department of Workforce Solutions. The State, or any political subdivision of the State, shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime Contractor that does not provide proof of required registration for itself. Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions on a form provided by the division and in accordance with the Department of Workforce Solutions department rules.

Because this solicitation is for an indefinite quantity and the amount of work to be performed on individual projects is not known, CES is requiring that all Offerors be registered on or before the date of the proposal opening and keep their registration current during the term of the contract and all contract extensions.

New Mexico State Wage Rate Documentation:

1. The New Mexico Department of Workforce Solutions (NMDWS) requires that certain forms be completed for every project in excess of $60,000. CES will submit for the wage decision and, upon receipt of the decision, will provide it to the prime Contractor. The Contractor is responsible for completing and submitting the required forms to the NMDWS and must provide CES with a copy of the following required forms: Notification of Award, Statement of Intent to Pay Prevailing Wages,

and Affidavit of Wages Paid.

2. The prime Contractor must submit the Statement of Intent to Pay Prevailing Wages and the Notification of Award to NMDWS with a copy being mailed, faxed, or e-mailed to CES, prior to the start of the project. The Affidavit of Wages Paid must be submitted to NMDWS with a copy being mailed, faxed, or e-mailed to CES at the conclusion of your work on the project. The prime Contractor is responsible for insuring that its subcontractor(s) also submit the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid to NMDWS, with a copy being mailed, faxed or e- mailed to CES.
3. CES will not make any payments until copies of the Notification of Award, Statement of Intent to Pay Prevailing Wages and for projects $25,000 or greater until the Payment and Performance Bonds are received by CES. Final payment will not be released until CES receives a copy of the Affidavit of Wages Paid.

Payment Retention, Progress Payments:

1. In order to comply with 57-28-1 to 57-28-11 NMSA 1978, CES will not retain any funds on progress payments during any construction projects. The prime Contractor agrees to only request payment for stored materials and work completed and accepted by the CES Eligible Agency.
2. Final payment of a contract, will not be made until the project is totally completed and accepted by Owner, including punch list items and close out documents delivered, and the final application for payment is signed by the CES Eligible Agency, received, and audited by CES.

Permits, Fees and Notices:

Building Permits are required subject to New Mexico State Statutes, Section 60-13-45 NMSA 1978, and the provisions of the CID rules, no building or structure shall be erected, constructed, enlarged, enlarged, altered, repaired, moved, improved, removed, converted or demolished, and no electrical wiring, plumbing or mechanical work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division. It is the Offeror's responsibility to secure all required building permits for the construction services offered under this Category and Lots.

Progress Payments for Construction:

All progress payments must be invoiced through CES. It is the responsibility of the CES Agency and/or its designee to review and approve any estimates of work completed. Per 57-28-5 NMSA 1978 A "If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete…" In such cases, the contractor agrees to hold CES harmless for any deficiency of payment.

Project Records: The Contractor shall be required to provide accurate record documents for each portion of the work as part of its bid for that portion of the work, without additional cost to CES or its Eligible Agencies.

1. For audit purposes, a copy of any contract(s) and agreement(s) between the CES Eligible Agency and the prime Contractor must be kept on file in the CES office. It is the responsibility of the prime Contractor to supply a signed copy of any contract(s) and agreement(s) to CES.
2. Upon substantial completion of the project and as part of the project close-out phase, the prime Contractor will deliver to the CES Eligible Agency all associated paperwork (as built drawings, executed warranties/ guarantees applicable to the goods and services provided and any owners/operating manuals).
3. The prime Contractor must agree that the CES Eligible Agency reserves the right to release information about the project, and that any advertising of the project by the prime Contractor must be approved by an authorized official of the Agency.

Project Schedule: The CES Eligible Agency retains the right to extend the schedule of work or to suspend the work and to direct the prime Contractor to resume work, when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through CES as allowed in the agreement.

New Mexico Public School Facilities Authority (NMPSFA) - Special Conditions

When a New Mexico public school district builds a project utilizing a CES Contract with funds that have been appropriated by the Public School Capital Outlay Council (PSCOC), the NMPSFA and the school district become co-owners of the project until the work is completed and accepted. Therefore, NMPSFA must be involved in project discussions and their representative must approve and submit the documents before payment can be issued.

Upon obtainment of substantial competition, the Contractor, Eligible Agency's, and NMPSFA's representative will develop a punch list of items that need to be completed or resolved. The Contractor will complete the punch list and provide required close-out documents and applicable certificates of code compliance from the various state and local governing authorities prior to requesting final payment.

Quality Control:

1. During the course of the contract, the CES Member or Participating Entity contact person may secure samples according to Construction Industries Division guidelines or industry standards of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material.
2. Should test results prove that a material is not functionally equal to or better than specified; the prime Contractor will pay for all testing and any cost incurred to have materials installed to replace those found not to comply with the specifications and remove and dispose of the materials not complying.
3. Should test results prove that materials tested were functionally equal to specified material; the prime Contractor will be notified of the results.
4. During the execution of the project and/or during the project close-out process, the CES Member or Participating Entity and the Contractor encounters a situation and/or condition that they cannot agree on or resolve, CES has consultants under contract that either of the parties can engage to review, investigate, evaluate, and issue a written report on their findings and propose recommendations/solutions for addressing the concerns and issues.

Safety: All work shall comply with OSHA safety requirements and any additional applicable federal, state, or local fire and safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the Contractor must inform the Eligible Agency of the situation.

1. The Contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a fire, health, safety or UBC code or safety standard.
2. Contractor must advise Agency's contact person whenever work is expected to be hazardous to students, Agency's employees, or operators. Failure of the work to comply with currently adopted codes and requirements when a project is inspected, and a certificate of occupancy is required will be corrected by the Contractor at no additional cost of the owner.
3. Material Safety Data Sheets for any material supplied will be provided to the owner as part of the Project Close Documents or as request of CES Member or Participating Entity.
4. When working, loading, unloading, repairing, or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in the area as a guard to keep students and adults from wandering in, if the area is not protected.
5. Fire extinguishers will be maintained within easy reach whenever power tools and torches are being used. The Contractor will advise the CES Member or Participating Entity contact person when volatile materials are to be used near air ventilation intakes, so that they can be shut down or blocked as directed.
6. All of the work and items supplied on this contract will comply with all current and applicable US Federal and State of NM Safety Standards, Statutes, Rules, and Regulations.

MSDS – Material Safety Data Sheets

The Contractor will furnish the CES Eligible Agency's representative(s) copies of MSDS' for all products used prior to use at any of the agency's facility. The Contractor must update copies of the MSDS on an annual basis and when any new products are introduced into any agency's facility or added to the contract prior to the product being used. The Material Safety Data Sheets shall comply with OSHA Regulation 1910.1200, Paragraph G.

Site Access: Access to the construction space will be limited to the way agreed upon by the parties. The Contractor shall hold CES and its Eligible Agencies harmless from damage from trespassing on property of others.

Site Cleanup: Contractor will clean up and remove all debris resulting from its work as required by the Member/ Participating Entity. The Contractor shall comply with all laws and regulations governing disposal of construction and hazardous materials. There shall be no dumping of construction debris or other material on the Agency's property. Any material that requires special handling as dictated by federal or state law shall be removed in compliance with the requirements of those laws. All such materials shall be removed from the site and properly disposed of by the Contractor.

Site Examination: Contractor shall familiarize itself with the site, in order to anticipate unseen problems that may develop as the work progresses. Failure to have visited the site before submitting a job order proposal shall in no way relieve the Contractor from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost to the CES Eligible Agency. If there is no written agreement signed by all parties, by the Contractor taking possession of the project site and commencing work, the Contractor acknowledges that the site's condition meets their expectations and requirements for completing the project.

If construction space is directly under, above, in or near the CES Eligible Agency's used space, the prime Contractor must agree to receive written approval from the contact person prior to interrupting any activities or programs.

Site Preparation: Prior to a purchase order being issued by a CES Eligible Agency, the size, location, and site conditions that exist at the time the Contractor takes possession and/or control must be clearly identified and stated in writing. The Contractor will not begin a project for which the site is not prepared or in the condition agreed upon in writing by the Member/Participating Entity, unless Contractor decides to accept the site as is and is willing to perform the preparation work necessary at no cost, or

until the Member/Participating Entity has included the cost of site preparation in a purchase order to CES. Site preparation may include, but is not limited to, moving furniture, clearing the site, securing the site, installing wiring for networks or power and similar pre- installation requirements.

Site Supervision: During all phases of a project, the Contractor will have a qualified and experienced foreman in the area of construction being performed; the individual must be qualified and knowledgeable of all specifications and requirements of the project and provide continuous supervision and coordination of activities to assure that project outcomes are met.

1. When working or operating equipment near an owner-used area, the prime Contractor will maintain a crewman in any unprotected area to keep students and adults from wandering into the area.
2. All equipment, tools and machines used in the performance of this work by either the prime Contractor or subcontractors will be maintained in satisfactory working conditions and meet or exceed industry standards at all times.
3. When fixtures, such as air conditioning and other equipment are moved to perform work, they will be placed in a protected area so as not to damage any part or component. Appropriate measures will be taken to prevent rust, vapors, gases, or odors from entering the owner-occupied areas used during the construction or repair services. Appropriately licensed tradesmen will perform all required disconnections and reconnections. Any damage caused by the disconnection, storage, or reconnection of equipment will be repaired at no additional cost to the CES Eligible Agency.

State Wage Rates: It is the contractor's responsibility to be acquainted with the New Mexico Department of Workforce Solutions rules, regulations, procedures, and requirements relating to state wage rates, and to comply with state and federal regulations regarding payment of wages on public projects. The construction contractor will pay New Mexico prevailing wage rates for every job performed under this contract with a total project cost of Sixty Thousand Dollars ($60,000) or more on an individual basis. The contractor under the Public Works Minimum Wage Act as cited under 13-4-10 through 13-4-17 NMSA 1978, will pay all mechanics and laborers employed on the site of the project by the contractor, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

Subcontractors: If it is necessary for the Offeror to contract with third party firms to provide various goods and services, the following will apply:

1. In accordance with the "Subcontractor Fair Practices Act", 13-4-31 to 13-4-42, NMSA 1978, the following information is required to be submitted with any job order project:

A. The name of each subcontractor who will be performing work or rendering service on the public works project and whose total contract will be the greater of:
   1) Five Thousand Dollars ($5,000); or
   2) One half of one percent (.005%) of the total project (to be estimated by the architect and/or engineer of record).

B. Address of the place of business
C. Subcontractor license number
D. Type of work or services to be performed by the subcontractor.
E. Pursuant to Section 13-4-38 NMSA 1978, if an Offeror fails to list a subcontractor in excess of the listing threshold on any job order contract, and they do not state that the provider is a sole source or that they will put all work that exceeds the threshold to individual bid each time, they are stipulating that they are fully qualified to perform the proposed products and services themselves and that they will perform all work themselves. After the specific job order contract award, any change in subcontractors must be approved by CES and the CES Eligible Agency, otherwise, the Offeror will be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided therein.

2. Subcontractor must be registered with New Mexico Department of Workforce Solutions, Public Works section.
3. CES and its Eligible Agencies reserves the right to approve, reject and replace any subcontractor proposed by the Offeror pursuant to 13-4-36 NMSA1978.
4. Subcontractors shall provide performance and payment bonds to prime Contractor if the sub-contract is greater than $125,000 pursuant to 13-1-148.1.
5. Any agreements with subcontractors shall incorporate, by reference, the terms and conditions of this solicitation and each individual project contract.
6. No subcontract requiring licensure will be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal and certify upon request that such use complies with the rules of the NMCID, New Mexico Public Works Act and New Mexico Procurement Code.
7. Subcontractor Payment: Contractor agrees to pay subcontractors in a timely manner and in accordance with the New Mexico Prompt Payment Act pursuant to 57-28-5 NMSA 1978. If Contractor receives a progress payment from CES, the Contractor will pay subcontractor(s), "…within seven days after receipt of payment from the owner, contractor or subcontractor…" pursuant to 57-28-5 C. NMSA 1978. CES will contract to provide release of liens from subcontractors within fifteen (15) days of date of payment. Failure to pay subcontractors, pursuant to 57-28-5 C. NMSA 1978, for work faithfully performed and properly invoiced can result in the suspension or cancellation of this contract.
8. Subcontractor's labor used must be of a standing or affiliation that will permit the work to be carried on harmoniously,

without delay and will not cause any disturbance, interference, or delay to the progress of the project. Subcontractor and lower-tier subcontractors will not employ anyone whose employment might be objected to by prime Contractor or Member.

9. It is the responsibility of the Contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that the CES Eligible Agency must make payments to CES before CES can issue progress payments to the Contractor. The Contractor must provide CES with all subcontractors and suppliers information utilized for any individual project performed.
10. Contractor and Subcontractor are responsible for complying with the provisions of §22-10.3.3.B NMSA 1978, regarding employees' having unsupervised access to students. The Contractor and Subcontractor may be required to obtain background checks for any employee working on a CES project per the CES Member's or Participating Entity's background check policy prior to accessing the project site.

Subcontractor Insurance: In addition to the Insurance requirements specified in the CES General Terms and Conditions the Contractor shall ensure that prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form (Acord 25) and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime contractor, CES, its Members and Participating Entities.

Substantial Completion and Project Acceptance:
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall promptly prepare and submit a punch List that includes incomplete and non- compliant Work to be completed or corrected prior to final payment. Failure to include any item on a punch list does not alter the responsibility of the Contractor complete the work in accordance with the agreement between the Owner and the Contractor. Owner and Contractor shall agree on a close-out schedule to include equipment maintenance manuals, instructions, heating or cooling, utilities, insurance, etc. and establish the date of completion for Certificate of Substantial Completion.

Tests and Inspections:
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Contractor shall schedule tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, provided by the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals unless otherwise provided in the Contract Documents. The Contractor shall give the Owner and if applicable, the Design Professional, timely notice of when and where tests and inspections and approvals are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

Temporary Utilities: Cost for temporary utility services that are part utilized during the construction process will be identified and agreed upon in writing by the CES Eligible Agency. Utility services utilized by the Contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the Contractor and can only be transferred to the Agency on written agreement specifically stating what Contractor's utilities it will be responsible for.

Warranty after Substantial Completion:
The Contractor shall, within 11 months after the date of Substantial Completion, correct all the Work that is found to be non-compliant. If after one year from the date of Substantial Completion any of the work is found to be deficient the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless, the Owner has previously given the Contractor a written acceptance of such condition. During the eleven- month period for correction of the Work, if the Owner fails to notify the Contractor and gives the Contractor an opportunity to make the correction, the Owner waives the rights to require the correction by Contractor and to make a claim for breach of warranty.

WARRANTY – Construction:
Construction warranty refers to a **warranty** for **construction** that is given by the contractor for the project. Such **warranty** states that the substantially completed project is free of structural, electrical, plumbing, and other defects, and is fit for the intended purpose.

The prime Contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime Contractor's name. Damaged or un-labeled materials will not be accepted. The prime Contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the CES Member or Participating Entity contact person.

Contractor warrants that all construction and related services provided shall be performed in a good workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, in accordance with all requirements of

the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations, and other requirements including safety requirements.

Contractor further warrants that all equipment, software, construction products and services delivered under this contract will conform to the specifications of this contract. Offeror must agree to assist the purchaser in reaching a solution regarding a dispute with the manufacturer over a warranty's terms and comply with the following:

1. Contractor warrants that any construction products and services, equipment or material supplied to CES, or its Members or Participating Entities will conform to all requirements of the contract and all representations of Contractor and will be fit for all purposes and uses as required and defined for each individual project. All work performed, equipment and materials must carry a minimum 12- month warranty that includes parts, labor, and reimbursable expenses.
2. Contractor warrants that for one (1) year after acceptance of the individual project, the work performed, equipment and/or materials provided to the CES Member or Participating Entity will be:
    a. Of a quality to pass without objection in the industry or trade normally associated with them;
    b. Fit for the intended purpose(s) for which they are being purchased and/or being used;
    c. Of even kind, quantity, and quality within each unit and among all units, in the variations permitted by the contract;
    d. Adequately contained, packaged, and marked as the contract may require; and
    e. Conform to the written promises or affirmations of fact made by Contractor. Any extended manufacturer's warranty that is obtained to meet the 12-month requirement will be passed to the CES Member or Participating Entity without exception. CES reserves the right to cancel the contract if Contractor charges the agency for any product and/or service received at no cost under a warranty.
3. The Contractor will be responsible for ensuring that all warranty work is completed either by performing the work itself or by working with the Agency to have it completed by a third party or subcontractor. The Contractor will remain available to the Agency should added services be required after warranty obligations are met. Even if final payment is made, if the Agency discovers an unfinished or missing job component or improperly installed material or equipment during the first year after acceptance which should have been completed as part of the original project scope of work, the Contractor will complete the work in a timely fashion at no additional cost.
4. The Contractor may offer extended warranties and maintenance agreements for additional cost to the CES Eligible Agencies as a separate line item. Upon request, no-cost training must be offered by the prime Contractor for the maintenance staff of the Agency and will be arranged after the installation and as part of the purchase contract.

19. **North Dakota, North Dakota Educators Service Cooperative (NDESC)**
General Terms and Conditions (All Categories)

a. **Governing Law:** The laws of the State of North Dakota govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.

b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Cass County, North Dakota. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Cass County, North Dakota.

c. **Hazardous Substances:** All hazardous products purchased by participating agencies shall include a Safety Data Sheet (SDS) with the delivery.

d. **Lease and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with North Dakota Statutes and guidelines. NDESC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with NDESC's current leasing vendor. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception. In the event of a lease, the total administrative fee for the value of goods shall be paid to NDESC by the vendor at the front end of the lease. NDESC reserves the right to review all purchase orders, lease documents and invoices to ensure contract compliance.

e. **Non-Discrimination:** Any resulting contract for on or behalf of participating agencies, said Vendor agrees to:

   i. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, because of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

   ii. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

   iii. That a violation of this section is a misdemeanor; and

   iv. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, shall be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

f. **Participating Agency:** A participating agency shall be defined under Chapter 54-40.3 of the North Dakota Century Code, as amended. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that they are required to follow state and local procurement regulations.

g. **Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

h. **Vendor Orientation:** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of NDESC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

8. **Additional Participating Agency Terms and Conditions for Non-Construction Products and Services**
If requested by NDESC, the contracted vendor will work with NDESC to develop an order form, or order forms, containing the most commonly purchased items, that NDESC can utilize to market the contracted vendor to its participating agencies.

9. **Additional Participating Agency Terms and Conditions for Construction Related Products and Services**
Upon acceptance and approval of the Vendor's offer by AEPA, NDESC will independently consider the offer and consult with the Vendor determine if the Vendor can meet the requirements for construction- related products and services, according to Chapter 48-01.2 of the North Dakota Century Code, and to enter and execute a contract in the state of North Dakota. Once NDESC and the Vendor can confirm that business can be conducted in North Dakota, NDESC will make a final decision to complete the contract execution process.

For all quotes provided to participating agencies, for construction-related projects, products and services, the contracted vendor must also send a duplicate quote to NDESC. The quote provided to NDESC must include the contact information of the participating agency.

Performance Bond *(for construction and/or installation related projects)*: As defined by state statute, performance bonds will be required on all projects valued great than:

1. Fifty thousand dollars ($50,000) or more for educational agencies and two hundred thousand ($200,000) or more for municipalities in North Dakota; or
2. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

10. **Insurance**

The Vendor shall purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, 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 of NDESCs individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying NDESC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to NDESC. COIs must be updated and sent to NDESC upon insurance coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

a. Commercial General Liability: $1,000,000 each occurrence, $500,000 annual aggregate
b. Automobile Liability: $1,000,000 each occurrence
c. Workers Compensation: $100,000

NDESC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI upon receipt of a signed contract.

11. Procedure for Contract Award, Notification and Processing Orders

Once the award is recommended by the AEPA Review Committee, NDESC considers the recommendation based on the value of the potential contract for its participating agencies. In the event of an award by the NDESC Board of Directors, NDESC

will inform its participating agencies of the award.

a. The contract will be listed and promoted on the NDESC website (**www.ndesc.org**).
b. Announcement of the contract award.
c. Upon award and completion of the vendor orientation, NDESC will promote the contract opportunity to its membership in one or more of the following ways: websites; agency newsletters; hard copy marketing flier; Email announcements; contract catalog; and trade shows.
d. NDESC will require a marketing flyer, brochure, or other similar marketing pieces, in an editable, electronic format, from each vendor promoting the available contract with the vendor, and/or a web page or link. NDESC may assist in the development of the marketing flier and material (if requested by the vendor), but in all cases shall have the authority to review and approve any marketing materials. If a web site is used, the link will be made available from the NDESC web page. Any web page or link, or other marketing tools shall be dedicated to NDESC and/or AEPA information only.
e. 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.
f. Ordering Methods
    i. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined.
    ii. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
    iii. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
    iv. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
g. NDESC requires that all participating vendors offer the contract opportunity to all NDESC participating agencies.

12. Administrative Fees and Reporting

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:

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

This report shall include all sales made and payments received by the Vendor in said quarter. The sales report shall be emailed to Jane Eastes at jeastes@lcsc.org and copied to Lori Mittelstadt at lmittelstadt@lcsc.org. Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to NDESC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment. If mailing a check, the payment shall be delivered to Jane Eastes, NDESC, 1001 East Mt. Faith, Fergus Falls, MN 56537. The check shall be made out to Lakes Country Service Cooperative.

13. **Express Online Marketplace**

NDESC provides participating agencies with an online purchasing platform called Express, powered by EqualLevel. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of NDESC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. NDESC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. NDESC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, NDESC will require integration into Express promptly.

20. OHIO COUNCIL OF EDUCATIONAL PURCHASING CONSORTIA (OCEPC)

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. Contractor shall verify to the Ohio Council of Educational Purchasing Consortia (OCEPC), its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in an Ohio Court of Common Pleas of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by Ohio Revised Code Section 5719.042.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of Ohio, including but not limited to registration with the Ohio Secretary of State.

4. Findings for Recovery

Contractor warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Contractor has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

5. Ohio Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of Ohio.

6. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member Agency or for any other good cause.

Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 without prior approval of the Member Agency.

7. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

8. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

9. Audit

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.

10. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

11. Non-Appropriation

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency.

12. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

13. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract.

14. Successor and Assigns

OCEPC and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OCEPC nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of OCEPC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

No contract amendments can be made without the approval of the AEPA membership.

B. Non-Construction Products and Services:

1. Bus Purchases

For the purchase of school buses, the successful Contractor shall provide bonds required by Ohio Revised Code Sections 153.54 and 153.571.

C. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by Ohio Revised Code Sections 153.54 and 153.571.

2. Progress payments and retainage shall be in accordance with the provisions of the Ohio Revised Code including Ohio Revised Code Sections 153.12 and 153.14.

3. In the event that the agreement is subject to the prevailing wage requirements of either Ohio Revised Code Chapter 4115 or the Davis-Bacon Act, then the contract between the Member Agency and the

Contractor shall contain the applicable rates and such terms and provisions as may be required by law.

4. Contractor shall comply with all applicable licensing requirements, including those of the Ohio Construction Industry Licensing Board.

D. **Procedures for Processing Orders:**

The OCEPC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of OCEPC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the OCEPC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the OCEPC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Dr. Suite 208, Vandalia, OH 45377.
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 attached to the administrative fee remittance.

E. **Agencies Allowed to Purchase under Member Agency:**

All member cooperatives of the OCEPC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All Ohio K-12 school districts, including Boards of Developmental Disabilities, Educational Service Centers, and Instructional Technology Centers, are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, cities, counties, townships and other governmental agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

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Reviewed and Approved: May 18, 2016
Revised and Approved May 17, 2017
Reviewed and Approved May 15, 2019
Review and Approved January 6, 2021

21. **Oregon, Intermountain Educational Service District (IMESD)**

A. Additional Agency Terms and Conditions – all categories

Intermountain Education Service District ("IMESD") is an educational service district organized under the laws of the STATE OF OREGON. Pursuant to Oregon Law ORS 279A and IMESD is authorized to cooperate with other entities and in such regard is authorized to cooperate with them in the purchasing of goods and services pursuant to these contract documents. As other entities cooperate with IMESD to take advantage of the goods and services made available pursuant to these contract documents, the terms and conditions of any such sales shall be in accordance with the contract documents.

Additionally Senate Bill 3184 enables Oregon's Education Service Districts to offer the services they provide to component school districts to other organizations. For the past 10 years, the InterMountain ESD (formerly Umatilla-Morrow ESD) has been a leader in expanding revenue available for schools and IMESD programs by providing these services outside of 19 local school districts. *(Reference: ORS 334.185*)

Under Oregon public contracting rules, each individual public agency will have its own local rules it must adhere to, in addition to statewide public contracting laws. InterMountain Education Service District does not presume that its cooperative purchasing program will necessarily comply with every agency's internal public contracting rules. We always advise potential customers to review the bid solicitation carefully and recommend review by their legal department and/or procurement personnel to assure that contracting laws are complied with.

ADVERTISING AND MARKETING: Bidders must demonstrate they possess the necessary resources and have a proven track record to market, offer, obtain, deliver, install and provide the sales and technical support services to IMESD and its participating agencies within the state of Oregon in a timely and cost effective manner.

APPLICABLE LAW AND VENUE: Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by ligation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.
In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.
HAZARDOUS CHEMICALS: The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years.
The agencies participating on IMESD agreement will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products.
These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon, Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.
HOLD HARMLESS: Bidders shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

LAW OF THE STATE OF OREGON: Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract.

In addition to any requirements listed, vendor shall comply with all, current, applicable state, federal and local laws, regulations and ordinances. If through mistake or otherwise any such provision is omitted then submission by either IMESD or the vendor-partner the contract shall be amended to make such inclusion or correction. IMESD Also reserves the right to amend the contract resulting from state law changes. Vendor-partners will be sent written notification of such changes.

SEVERABILITY: The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

TAXES: Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

B. Additional Agency Terms and Conditions – Non-construction Products and Services

None

C. Additional Agency Terms and Conditions – Construction Products and Services

1. Prevailing wage rates/Davis-Bacon.
As set forth in the conditions below, if this is a public works project (as defined below) Oregon State prevailing wage rates will apply unless exempted. If federal funds are being used, Bidders must take into account the need to comply with the Davis-Bacon Act. If both the federal and state prevailing wages are required the Contractor is required by law to pay the greater of the applicable prevailing wage. Pursuant to ORS 279C.365 no bid will be considered unless the bid contains a statement by the Bidder as a part of its bid that the provision of ORS279C.840 will be complied with.

(a) If contract is $50,000.00 or under and there are no federal funds involved the contract is exempted from prevailing wages pursuant to ORS 279C.810(2) (a).

(b) If contract exceeds $50,000.00 and there are no federal funds involved, existing prevailing wage rate of the State of Oregon will apply. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C.840. Every subcontract shall include the requirements of this section. Prevailing wages, state and federal, can be seen at the websites referred to in Section 6(a), Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements and Miscellaneous Provisions.

(c) If contract exceeds $50,000.00 and/or federal funds are involved, unless otherwise exempted by law, Contractor shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. No worker may be paid by any Contractor or Subcontractor a wage less than the wage required by ORS 279C840 and if the state and federal prevailing wage laws both apply, Contractor shall pay as wages the great of the applicable prevailing wage. Every Subcontractor shall include the requirements of this section. Additional Requirements of Oregon Law for Public Contracts,

2. Residence status of Bidder
Each Bidder must identify in its bid whether the Bidder is a resident Bidder, as defined in ORS 279A.120.

3. Licensure
If the contract involves asbestos or asbestos abatement, the contactor or subcontractor must be licensed under ORS 468A.720.

4. Bonding
If this contract is a public improvement contract in excess of $100,000.00, at the time of the execution of the contract, the successful Bidder shall also deliver to the Owner good and sufficient bonds endorsed on forms supplied by Owner, in sums equal to the contract price, for the faithful performance of the contract, and for the payment of all claims for labor, materials, equipment, and rental equipment that may result from work performed pursuant to the contract documents. The successful Bidder shall not be allowed to execute the contract without the concurrent delivery to the Owner of the bonds required by this paragraph on the required forms. At owner's sole discretion, Contractor shall be subject to disqualification and forfeiture of bid security for breach of this section. If Bidder is disqualified, Owner may award the contract to another Bidder.

5. Subcontractor Disclosure
Unless exempted by ORS 279C.370(1)(c) for public improvement contracts, all Bidders shall within two hours of the date and time of the deadline when bids are due submit information about certain first-tier Subcontractor when the contract value for public improvements is greater than $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier Subcontractor furnishing labor or labor and materials would be greater than or equal to:

(i) 5% of the project bid, or $15,000, or
(ii) $350,000 regardless of the percentage, Bidders must disclose the following information about that Subcontractor:

(a) the Subcontractor's name, and
(b) the category of the work that the Subcontractor would be performing, and
(c) the dollar amount of the subcontract

If Contractor will not be using any Subcontractors that are subject to the above disclosure requirements, Contractor is required to indicate "NONE" on the reply form.
THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project name:
Bid #:
Bid Opening Date:
Name of Bidding Contractor:
Required Disclosure Deadline:

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

See the certification above the signature line on the second page of this form regarding the Subcontractors that must be disclosed.

The Owner will insert "NA" above if the contract value is not anticipated to exceed $100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

This form may not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, completely filled out and signed, by the specified disclosure deadline.
List below the name of each Subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME OF SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

CERTIFICATION

It is certified that the above listed first-tier Subcontractor(s) are providing labor, or labor and material, with a dollar value equal to or greater than:

(a) 5% of the total Contract Price, but at least $15,000 [if the dollar value is less than $15,000 do not list the Subcontractor above], or

(b) $350,000 regardless of the percentage of the total Contract Price.

Form submitted by (insert Bidder name):
Contact name:
Telephone number:

Additional Requirements of Oregon Law for Public Contracts, Public Works, and Improvements; Miscellaneous Provisions

"Owner" means the public entity executing the Contract of which these provisions are a part.
"Public improvement" means projects for construction, reconstruction or major renovation on real property by or for a public agency. "Public Works" shall mean roads, highways, buildings, structures and improvement of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest by does not include the reconstruction or renovation of privately owned property which is leased by a public agency.

(1) In reference to ORS 279B.220 and 279C.505. Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

(d) If the contract is for a public improvement, demonstrate to Owner that Contractor has an employee drug testing program in place.

(e) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) In reference to ORS 279C.515 regarding contracts for public improvements:

(a) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

(b) If the contract is for a public improvement and if the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within thirty days after receipt of payment from the Owner or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580(4)and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(c) If the contract is for a public improvement, or is related to a contract for a public improvement, and if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract, that person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(d) The payment of a claim in the manner authorized in this section of this contract shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.

(3) Relating to ORS 279B.020 and ORS 279C.520. Contractor shall comply with ORS 279B.020 and ORS 279C.520 in their entirety (when applicable), and in this regard:

(a) No person shall be employed for more than ten hours in any one day, or forty hours in any one week except in cases of necessity, emergency, or where the Owner absolutely requires it, and in such cases, the employee shall be paid at least time and half pay:

(i) For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

(iii) For all work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279B.020 and 279C.540.

(iv) Contractor shall comply with the notice and posting requirements of ORS 279B.020 and 279C.520(2). Contractor shall pay employees for overtime work performed under this Contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

(4) If the contract is for a public improvement, Contractor shall at its sole expense comply with any and all applicable statutes or ordinances, and all regulations of any agencies, whether federal, state, local or tribal, dealing with the prevention of environmental pollution and the preservation of natural resources including without limitation water that affect the performance of this contract.

The following agencies, as well as others, may have pertinent regulations:

Federal: Army Corps of Engineers, Federal Energy Regulatory Commission, Environmental Protection Agency, Dept. of Human and Health Services, Dept. of Interior including but not limited to the US Fish and Wildlife Service, Department of Labor, and Water Resources Council.

State: Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Human Resources, Soil and Water Conservation Commission, and Oregon Water Resources Department.

Local: City and County wherein the project is to be undertaken.

Tribal: Confederated Tribes of the Umatilla Indian Reservation.

(5) In relation to ORS 279B.230 and 279C.530, Contractor shall comply in their entirety, and in this regard:

(a) Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(b) All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

(6)

(a) If the contract is for public works and is over $50,000, Contractor, unless otherwise exempted by law, shall comply with ORS 279C.800 to 279C.870 relating to the payment of prevailing wages; Contractor shall also comply with the federal Davis-Bacon Act to the extent applicable. The prevailing rates of wage, state and federal, made available on the internet are hereby incorporated by reference; they may be seen at various sites including at www.boli.state.or.us/BOLI/WHD/PWR and www.access.gpo.gov/davisbacon/or.html. If the state and federal prevailing wage laws both apply, Contractor shall pay as wages the greater of the applicable prevailing wage. Contractor shall comply with all wage reporting and certification requirements of the prevailing wage laws and/or the Davis-Bacon Act, as applicable.

(b) Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond

(7) The following apply to contracts for public improvements:

(a) Contractor shall comply with ORS 279C.580, dealing with Contractor's relations with Subcontractors. Without limiting the generality of the foregoing, in this regard Contractor shall include a clause in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purposes of performing the contract:

(i) that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner; and

(ii) that obligates the Contractor, if payment is not made within thirty days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause required by the preceding paragraph. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and shall be computed at the rate specified in ORS 279C.515(2).

(b) Contractor shall include in each of its subcontracts, for the purpose of performance of work in relation to project, a provision requiring the first-tier Subcontractor to include a before clause and an interest penalty clause conforming to the foregoing standards in each of its contracts and to require each of its Subcontractors to include such clauses in their

subcontracts with each lower-tier Subcontractor or supplier.

(c) Nothing stated herein shall be construed to preclude the negotiations allowed pursuant to ORS 279C.580(5).

(8) If any work supplied pursuant to the contract requires licensing with the Construction Contractors Board or the State Landscape Contractors Board, Contractor must be so licensed in order to submit a bid for the contract, and Contractor and all relevant Subcontractors must remain licensed during the period required for performance. Contractor certifies that all Subcontractors and workers will be properly licensed to perform the work required by this Contract before their commencement of work.

(9) If this contract is for public improvements, then retainage in the amount of 5% of the amount due shall be withheld in accordance with Oregon laws, including ORS 279C.550 et seq.

(10) If this contract is for a public improvement, and unless exempted by resolution of the Owner, Contractor shall comply with ORS 279C.380 and execute and deliver to Owner a good and sufficient performance bond and payment bond to be approved by Owner in a sum equal to the contract price.
By way of supplement to, and equally binding as, all of the foregoing:

(10.1) Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: I) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

(10.2) Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110).

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

(10.3) Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

(10.4) Unless contrary to federal law, Contractor shall certify that each landscape Contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape Contractor's license issued pursuant to ORS 671.560.

(10.5) The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

(11) Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

(12) Upon receipt by Contractor of any notice or claim, pursuant to ORS 279C.600 et seq (concerning action against bonds) Contractor shall immediately notify Owner in writing.

(13) Unless agreed to by Owner in writing, Contractor may not assign, transfer, dispose of, or delegate its duties under the contract.

(14) Contractor shall be responsible for compliance with all local, state, tribal, and federal laws, applicable to any aspect of the work to be performed. It shall be Contractor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Contractor shall indemnify, defend, and hold harmless Owner for any default or breach of Contractor in

this regard.

(15) The submission of a bid for this contract is certification by Contractor that Contractor has not discriminated and will not discriminate in violation of ORS 279A.110 against any minority, women, or emerging small business enterprises in obtaining any required subcontracts.

(16) If this contract is a public improvement contract for demolition, Contractor shall salvage or recycle constructions and demolition debris if feasible and cost-effective.

(17) If this contract is a public improvement contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(18) Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

D. Procedure for Agencies Processing Orders under IMESD in Oregon

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 one 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.

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 one 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 one percent (2%) administrative fee. IMESD then invoices the Vendor for the 2% administrative fee based on the sale of goods and services collected by the vendor.

E. Agencies Allowed to Purchase under IMESD in Oregon

The InterMountain Education Service District (IMESD) participates in a national non-profit organization, the Association of Educational Purchasing Agencies (AEPA), which is a procurement vehicle. The mission of IMESD's involvement with AEPA is to cooperatively serve Oregon state agencies members through a continuous effort to explore and solve present and future purchasing needs. AEPA goals include working to secure multi-state volume purchasing contracts with benefits that are measurable, cost-effective and continuously exceed our state member's expectations. InterMountain Education Service District is the member agency representing Oregon in AEPA through an IMESD board approved Memorandum of Understanding between all participating states that are all political subdivisions related to K-12 education. All AEPA bids have been advertised by IMESD in Oregon.

Pursuant to Oregon Law, ORS 279A, InterMountain Education Service District is authorized to offer these contracts to other government entities including school districts, state universities, community colleges, special districts, local and state government.

There is no fee or annual dues to become an IMESD agency member to purchase. InterMountain Education Service District's contract management efforts are funded by a nominal administrative fee paid by the vendor based on sales volume.

22. Pennsylvania, Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network

***A.* Additional Member Agency <u>General Terms and Conditions that apply to all categories</u>**

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws and includes members in several east coast states that currently includes Pennsylvania, Maryland, District of Columbia, New York and Delaware. All applicable Local, State and Federal laws and regulations will apply to any purchases of equipment, services or construction in any of these states and to other states that may be added under the KPN membership throughout the term of these contracts.

Marketing and Advertising under this Agreement: Vendor will actively promote the resulting contract in Pennsylvania, Maryland, District of Columbia, Delaware and New York States. Vendor will comply with the AEPA Marketing program along with the requirement listed below.

1. Vendor will include the approved KPN logo, web address, contract number and toll free number in all print electronic mail and other advertising and promotion intended for release to PA, MD, DC, DE and NY excluding national marketing releases.
2. The KPN logo and associated KPN information shall be of a clearly readable size and in appropriate proportion to other elements in the printed material.
3. Vendor agrees to provide KPN with a copy or proof sheet of the advertisement or promotion material. Vendor will provide KPN with date of release and name of publication, journal, etc.
4. Vendor shall place a supplied KPN vendor sign on booths, tables, etc. of any or all exhibits for which the vendor displays/participates at tradeshows, conventions and the like. Vendor will supply in advance scheduled exhibit dates. Vendor agrees to make available at the exhibit KPN supplied brochures or other promotion materials.

e. Vendor agrees to insert the approved KPN logo, web address, contract number and toll free number on the vendor's web site promoting or a specific KPN landing page and providing a link to the KPN website.

f. Vendor will supply product catalog information, product description, pricing, etc., in a spreadsheet format as specified by KPN for inclusion on the KPN website.

g. Vendor agrees to cooperate in developing appropriate website content to promote its products, services and their advantages to KPN members.

h. Requested materials will be submitted to KPN within 30 days.

Pricing and Ordering: Vendor will provide all pricing information in an electronic format and/or setup an electronic ordering system that would show the current contract prices along with the KPN administrative fee of 2% or as adjusted by the KPN. In the case of electronic ordering, the KPN would have administrative reporting capabilities with an online ordering system. The KPN administrative fee will apply to all purchases, installation, total lease, total rental prices and all construction and installation and annual maintenance fees and will be included in the net price offered to the purchasing agency.

Compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

When a KPN member seeks to procure goods and services through a KPN contract 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 following procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"):

a) Contractor Violation or Breach of Contract Terms:
Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any Contract award will be subject to such provisions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

b) Termination for Cause or Convenience:
For any purchase or contract in excess of $10,000 made using federal funds, the contractor agrees that the following term and condition shall apply:
The KPN member may terminate or cancel any purchase order under this a contract at any time, with or without cause, by providing seven (7) business days' advance written notice to contractor. If an agreement is terminated in accordance with this Paragraph, the KPN member shall only be required to pay contractor for goods or services delivered to the KPN Member prior to 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).

c) Equal Employment Opportunity:
Except as otherwise provided under 41 CFR Part 60, all KPN member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive

Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Contractor agrees that such provision applies to any KPN member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Contractor agrees that it shall comply with such provision.

d) Davis-Bacon Act:
When required by Federal program legislation, the Contractor agrees that, for all KPN member prime construction contracts/purchases in excess of $2,000, the Contractor shall comply with the Davis-Bacon Act (40 USC 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, the Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Contractor 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.
The contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the contractor is conditioned upon the contractor's acceptance of the wage determination. The contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

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

g) Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

h) Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor certifies that The Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor further agrees to immediately notify the KPN member with pending purchases or seeking to purchase from the contractor if the contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) – Bidders who 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Bidders agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

j) Procurement of Recovered Materials:
For KPN member's purchases utilizing Federal funds, the contractor 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 the District 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.

k) Profit as a Separate Element of Price:
For purchases using federal funds in excess of the simplified acquisition threshold currently set at $250,000, the KPN member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the KPN member, the contractor agrees to provide information and negotiate with the KPN member regarding profit as a separate element of the price for a particular purchase. However, the contractor agrees that the total price, including profit, charged by the contractor to the KPN member shall not exceed the awarded pricing.

l) Bonding Requirements:
Pursuant to 2 C.F.R. § 200.326, for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at $250,000, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the KPN member, provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- **i.** A bid guarantee from each Bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- **ii.** A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- **iii.** A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. The bonding requirements set forth above are in addition to and not in limitation of any bonding requirements under applicable state law.

m) Not-To-Exceed Price:
If requested by the KPN Member, on any contract based on time and materials, the Contractor shall set a ceiling price that Contractor exceeds at its own risk pursuant to 2 C.F.R. § 200.318(j).

n) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:
Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- **i.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- **ii.** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- **iii.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- **iv.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- **v.** Using the services and assistance, as appropriate, of such organizations as the Small Business

Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

o) Equivalent Products:

i. Comparable (Alternate) Products: Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

ii. Substitutions for Cause: A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions. The KPN members reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

iii. Substitutions for Convenience: Bidders may not propose substitutions for convenience.

p) Preference for American Made Materials:
Contractor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the Eligible Entity.

General Compliance and Cooperation with KPN member:
In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the KPN member, it shall make a good faith effort to work with the KPN member to provide such information and to satisfy such requirements as may apply to the KPN member's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

***B.* Additional Member Agency General Terms and Conditions for <u>Non-Construction Products and Services</u>**

None

***C.* Additional Member Agency General Terms and Conditions for <u>Construction Products and Services</u>**

The following items refer to all projects involving construction or construction related services:

Vendor and/or Contractor agrees that, in performance of the services required under this Agreement, Vendor and/or Contractor shall abide by all Federal, State, Local, and Pennsylvania Department of Education laws, and regulations that may apply to renovation under this bid, including, but not limited to, those listed below. Vendor and/or Contractor shall also abide by the state and local laws and regulations of other states where a member is located. It is the responsibility of the Vendor or Contractor to determine applicability and requirements of any such laws and to abide by them. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder and in the Invitation for Bid.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)

DISCRIMINATION PROHIBITED: According to 62 Pa.C.S.A. 3701, the Contractor agrees that:

(1.) In the hiring of employees for the performance of work under the contract or any subcontract, no Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(2.) No Contractor or Subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

(3.) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

HUMAN RELATIONS ACT: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P. L. 744) (43 P.S. Section 951, ET. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious

creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, Contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 49.101.

COMPETENT WORKMEN: Projects where the total estimated cost is $25,000 or less, Section 7-752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

PENNSYLVANIA PREVAILING WAGE RATES: Projects where the total estimated cost is greater than $25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). When applicable, use Davis-Bacon wage rates for federally assisted projects. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(1.) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary"), which must be paid to the workmen, employed in the performance of the Contract.

(2.) The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

(3.) These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all Subcontractors.

(4.) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

(5.) No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

(6.) All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

(7.) The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

a. Name of project.

b. Name of public body of which it is constructed.

c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(8.) The Contractor and all Subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

(9.) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered

with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft that does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

(10.) Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

(11.) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting there from.

(12.) Each Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

(13.) The provision of the Act and the Regulations are incorporated by reference in the Contract.

(14.) The current prevailing wage threshold for Pennsylvania is $25,000. However the threshold may be increased during the term on the contract by legislated action. Vendor will then be required to adjust labor rate for job under the new threshold.

(15.) The following applies to all prevailing wage projects:

E-Verify. The successful Bidder and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637). All Bidders shall submit with their Bid a Public Works Employment Verification Form (the "Verification Form") to CSIU - KPN in the form published by the Commonwealth of Pennsylvania, Department of General Services. Per the act, the Verification Form is to be obtained from the Secretary of the Pennsylvania Department of General Services. The Verification Form is presently available on the Department of General Services website. Per the act, the Verification Form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contactor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Prior to award of a contract or purchase order by a Member Agency to the successful Bidder for a particular project, the successful Bidder shall submit to the Member Agency a Verification Form. Per the act, the successful Bidder's subcontractors shall provide to the Member Agency, and successful Bidder shall cause its subcontractors to provide to the Member Agency, their Verification Forms prior to commencing work on the Member Agency's project.

STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the Bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but if an award is made to that Bidder the Bidder will be required to replace any alternatives, which do not meet the specifications.

PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

PROHIBITION ON CASH ALLOWANCES: Cash allowances are prohibited.

TIME(S) OF COMPLETION OF THE PROJECT: Contractor/Vendor shall complete all work within 180 days after entry into a contract with the individual Member. Member and Contractor/Vendor may agree in writing on a lesser number of workdays depending on the scope of the project.

Owner's Compliance in Retaining Payments: Unless a member stipulates otherwise, Payment Retentions and Progress Payments shall be as follows: Ten percent (10%) of all contract payments shall be retained by the member as insurance of proper performance of the prime Contractor. Prime Contractor agrees to identify the amount of the invoices sent to the member school districts, then send copies of the invoices to the KPN. When fifty percent (50%) of the work is completed, as determined by the school district, one-half (1/2) of the amount retained shall be paid to the prime Contractor, if the prime Contractor requests payment, provided that the prime Contractor is making satisfactory progress and there is no specific cause for greater withholding. After the work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines that satisfactory progress is not being made, at which point ten percent retention shall be reinstated. If the member and the prime Contractor agree to a substitute security, the agreement must be in full compliance with Pennsylvania law. If the substitute security is

agreed to, the prime Contractor must provide KPN and the member with assigned and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime Contractor, in relationship to the security assigned. The prime Contractor, as authorized above, will pay any interest due a Subcontractor or material supplier. A Subcontractor to the prime Contractor may request, in writing, that the Subcontractor be notified by KPN within five (5) days of payment of each progress payment made to the prime Contractor. It is the responsibility of the prime Contractor to inform all suppliers and Subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime Contractor and the authorized agent of the member will agree in writing upon a schedule of payments based on identifiable milestones. Retaining of payments must be done in accord with 62 Pa.C.S.A. § 3921.

A contract containing a provision for retainage as provided in section 3921 (relating to retainage) shall contain a provision requiring the architect or engineer to make final inspection within 30 days of receipt of the request of the Contractor for final inspection and application for final payment. If the work is substantially completed, the architect or engineer shall issue a certificate of completion and a final certificate for payment, and the government agency shall make payment in full within 45 days except as provided in section 3921, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the architect or engineer and, upon receipt by the government agency of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate given by the architect or engineer shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items shall be paid upon completion of the items in the certificate of the engineer or architect.

WORKERS' COMPENSATION ACT: The Contractor shall accept, insofar as the work covered by their contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements of amendments thereof, including any which may hereafter be passed, and shall insure the Contractor's full liability there under for all parts of their contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the Entity a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall, at all times, indemnify and save harmless the school entities of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or by any of the employees to whom the Contractor may have let the performance of any part of the work embraced by their contract and the Contractor shall appear for and defend the school entities against any and all such claims. The Contractor shall be covered by Employers' Liability Insurance with a minimum limit of $250,000 for each employee, $2,000,000 policy limit and $250,000 for each accident.

ACT 34 CRIMINAL BACKGROUND CHECKS: Independent Contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report.

Contractors shall be required to do the following:

(1.) Present the original document/s Report of Criminal History Records information from the Pennsylvania State Police, report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee <u>prior to the beginning of work for the school entity</u>. The school entity shall retain a copy of the background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in the school entity records with the original being returned to the Contractor.

(2.) If any new employees are added to the workforce during the course of the work, such employee(s) must follow the same procedure described above <u>prior</u> to any work for the school entity.

(3.) All costs for the Criminal History Information check(s) shall be borne by the perspective Contractor.

(4.) The school entity shall notify the Contractor in writing if the decision not to employ the Contractor or the Contractor's employees is based in whole or in part on criminal history records information.

(5.) The school entity shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Report Information obtained pursuant to the Act.

Upon written notice from the school entity, Contractors shall have all such persons removed from the project. School entity's right to declare such persons unfit shall not be limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

CHILD PROTECTIVE SERVICES BACKGROUND CHECKS: Prior to commencing work under the contract, the Contractor shall submit for any employee or independent Contractor who would be working on a school entity's site pursuant to work contemplated in the contract, an official clearance statement obtain from the Pennsylvania Department of Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292) subchapter C2 of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent Contractor on the job site prior to providing the school entity with the above-referred clearance statement for prospective employees or independent Contractors.

ANTIBID-RIGGING ACT (NON-COLLUSION): In accordance with the Commonwealth of Pennsylvania's Antibid-Rigging Act, 62 Pa. C.S.A.§ 4501 et seq., the Contractor shall execute and submit with the bid a Non-Collusion Affidavit required by the Agency. Each party to the joint venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

PREVENTION OF ENVIRONMENTAL POLLUTION: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all Invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. A Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed) is available from Mark C. Carollo, Associate Director of Cooperative Purchasing at the Keystone Purchasing Network, 90 Lawton Lane, Milton, PA 17847. His telephone number is 570-246-5936, and his e-mail address is mcarollo@csiu.org. Said Notice is hereby incorporated by reference. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in the Notice.

ARCHITECTURAL SERVICES: For those Members who are Pennsylvania Public School Districts, and whose projects require architectural or engineering services, your attention is directed to Section 7-751.1 of the Pennsylvania Public School Code (24 P.S. § 7-751.1), which requires a public school district to engage an architect/engineer that is independent from the Vendor/Contractor's architect/engineer.

MULTIPLE PRIME CONTRACTORS: For those Members who are Pennsylvania Public School Districts, your attention is directed to Section 7-751 of the Pennsylvania Public School Code (24 P.S. § 7-751), which requires a public school district to use separate prime Contractors for plumbing, heating and ventilating, and electrical work. To the extent a school district's project extends beyond general construction services, the school district will need to separately bid plumbing, heating and ventilating, and electrical work, and should consult with its individual solicitor for compliance with Section 7-751. For other Members who are subject to multiple prime requirements under applicable bidding laws, such Members should consult with their individual solicitors for compliance with said requirements.

D. Procedure for Processing Orders

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 names, contact names, addresses and phone number 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 also produce an annual report for all purchases made under this contract for a period beginning with the award of the contract through December 31st and all consecutive 12-month periods if contract is extended. 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 provide 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 Advertised Price can be included.

E. Agencies Allowed to Purchase under the Member Agency

The Keystone Purchasing Network (KPN) is a cooperative purchasing program operated by the Central Susquehanna Intermediate Unit under various state inter-governmental cooperation laws. Every public school district in the state is eligible to become a member and must complete a membership application with the KPN. No member is obligated to use these services, but they find the benefits of low price and not needing to go through the bidding process most advantageous. Only those members listed on an approved KPN membership list are eligible to purchase under these contracts. This list may change during the contract period and currently includes members from Pennsylvania, Maryland, New York, Delaware, District of Columbia and other Northeast & Mid-Atlantic states. Vendors may choose to offer KPN in other non-AEPA member states where cooperative purchasing laws allow.

Additional members may include other public educational institutions in the state, college, university, community colleges, vocational schools, charter schools, municipal and county governments and other non-profit organizations from Pennsylvania or any other state where a member is located. Membership from other entities is permitted by various intergovernmental cooperative purchasing laws or regulation from their home state.

As member agencies from other states are added to the membership of the KPN the awarded vendor(s) agrees to abide by all state and local laws and/or regulations that may apply to any purchase of products, services or construction by these agencies. KPN reserves the right to market any AEPA contract under any cooperative program name that it may choose in the future on a national basis in any non-AEPA member state.

23. **South Carolina, Carolinas Alliance 4 Innovation**

1. **General Overview**
   a. Carolinas Alliance 4 Innovation (CA4I) is now the AEPA representative for the state of South Carolina.
   b. CA4I is a non-profit public benefit corporation whose mission is to promote innovative solutions in transportation, infrastructure, engineering and education for the purpose of economic development.
2. **Eligible Entities**
   a. CA4I is able to serve City, County, and State Government; K-12 Public and Private Schools; Colleges and Universities; Public Libraries; and Non-Profit Organizations.
3. **General Terms and Conditions that apply for all categories**
   a. **Governing Law:** The laws of the State of South Carolina govern all contracts resulting from this solicitation. Each provision of law and clause required by law to be included in a contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
   b. **Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Greenville County, South Carolina. For venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Greenville County, South Carolina.
   c. **Hazardous Substances:** All hazardous products purchased by members shall include a Safety Data Sheet (SDS) with the delivery.
   d. **Award:** Upon acceptance and approval of the Vendor's offer by AEPA, CA4I will independently consider the recommendation based on the value of the potential contract for its participating agencies. In the event of an award, CA4I will inform its members of the award and contract by the following methods along with contract instructions and ordering process.
   e. **Processing Orders:** When the 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 fee in the quoted price. The administrative fee shall be based upon the total cost of goods and/or services including installation costs. The administrative fee 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
      i. The total cost of goods, service, and installation, including the 2% administrative fee.
      ii. Notification will be made to the vendor in the event the purchase order is not in compliance with the contract and adjustments will be made at that time. CA4I and the Vendor will mutually resolve any issues concerning past purchases. The purchase orders are to continue to be processed and viewed as approved unless notified by CA4I otherwise. All sales and transactions may continue without delay or in anticipation of the CPC purchase order verification.
      iii. Once all the items and services on the purchase order have been delivered to the member completely and satisfactorily, the Vendor then files a copy of the final invoice, which is available to CA4I by request in support of the quarterly sales summary.
      iv. The Vendor makes all deliveries and installations of products and services. CA4I does not warehouse items or provide installation services.
      v. This administrative fee is to be paid by the vendor to CA4I, quarterly, within 20 working days after the end of each fiscal quarter. The AEPA vendor shall also submit to CA4I a sales report, in Excel format, listing the following information:
         1. Name of purchasing agency
         2. Address of purchasing agency (city, state, zip code)
         3. Date of purchase
         4. Invoice number
         5. Amount of purchase
         6. Administrative fee generated by sale
         7. Savings generated by sale

This report shall include all sales made and payments received by the vendor in the said quarter. The sales report shall be emailed to Fred Payne, fred.payne@ca4i.org

24. **TexBuy, a Cooperative Purchasing Shared Services Cooperative Sponsored by the Region 16 Education Service Center**

A. Additional Terms and Conditions

(1) **TexBuy funding:** The total cost of the TexBuy program is funded through a participation fee up to two percent (2%) paid to TexBuy by the Vendors. This fee shall be included in all pricing to TexBuy and its participating agencies. The fee is based on actual Vendor sales. TexBuy does not charge any fees to participating government agencies.

(2) **Tax exempt status:** All government agencies participating in TexBuy are exempt from payment of taxes under Texas Tax Code §151.309 for the purchase of tangible personal property.

(3) **Minority and Women Business Enterprise (MWBE) participation:** It is the policy of some TexBuy participants to involve MWBE Vendors in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an MWBE.

(4) **School District awards** shall not consider whether a Vendor is a member of or has another relationship with any organization and bid specifications (and subsequent contracts) shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization in accordance with Texas Education Code §44.043.

(5) **Felony Conviction Notice** (TexBuy Vendors will be required to sign a standard form required by the State of Texas): Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

(6) **Criminal History and Background Checks,** in accordance with Texas Education Code Chapter 22, Subchapter C, shall be required should any employee or agent of an awarded Vendor a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code §153.1101). Vendor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(7) **Debarment and Suspension:** Under Executive Order 12549 in the Federal Register and Rules and Regulations, TexBuy and TexBuy participants shall not do business with a Vendor that has been debarred, suspended, or is otherwise ineligible for participation in federal assistance programs.

(8) **Conflict of Interest:** In accordance with Texas Local Government Code Chapter 176, vendors/Vendors who have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the requirements under section 176.006(a) must file a Conflict of Interest Questionnaire (Form CIQ) with the local government entity when:

(a.) The Vendor has entered into a contract with the local government entity or the local government entity is considering entering into a contract with the Vendor.

(b.) AND the Vendor provides certain income or gifts to a Local Government Officer (LGO) or first-degree family members as defined in the Texas Government Code

(c.) OR a family relationship exists between the LGO and the Vendor's employees or agents as defined in the Texas Government Code, chapter 176. A sample Form CIQ is available here https://www.ethics.state.tx.us/forms/conflict/.

(9) **EDGAR Certification Form (Education Department General Administrative Regulations):** In accordance with Federal Regulations under 2 CFR § 200.318(c)(1) – When a Cooperative member 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 (also known as the "Uniform Guidance" or "EDGAR''). All Vendors submitting proposals must complete this EDGAR Certification Form regarding the Vendor's willingness and ability to comply with certain requirements which may be applicable to specific TexBuy member purchases using federal funds. This completed form will be made available to TexBuy members for their use while considering their purchasing options when using federal funds. Members may also require Vendors to enter into ancillary agreements, in addition to the TexBuy's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

(10) **Antitrust Certification:** In accordance with Texas Government Code 2155.005, the state or a state agency shall not enter into contract with a Vendor that has violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15 or any federal antitrust laws.

(11) **Commitment of Current Revenues Only**: any contract resulting from an award shall be a commitment of current revenue only and shall allow the participating governmental agency the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the agency's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.

(12) **Pursuant to Texas Government Code Chapter 2271**, as amended, if any proposed contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to a sole proprietorship.

(13) **Pursuant to Texas Government Code Chapters 2274 and 809**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott energy companies and will not boycott energy companies during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(14) **Pursuant to Texas Government Code Chapter 2274**, if any proposed contract is valued at $100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of any applicable agreement. This provision does not apply to sole proprietorships.

(15) Vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If vendor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any resulting agreement.

(16) The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars ($1,000,000.00) or more, the Vendor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Vendor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(17) **Certificate of Interested Parties**: Pursuant to Section 2252.908 of the Government Code, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. Information regarding the Certificate and online filing process is available at https://www.ethics.state.tx.us/filinginfo/1295/.

(18) **State of Texas Franchise Tax**: By signing the proposal, the Vendor certifies that the Vendor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.

(19) **Agricultural products**, including textiles and other similar products, are not to be made available to Texas school districts through the agreement, unless such products produced, processed, or grown in the state of Texas are given a preference in accordance with Texas Education Code §44.042.

(20) **Recycled Materials**: a participating governmental entity shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 Texas Administrative Code 328.203

(1)

B. Additional Agency Terms and Conditions for Construction Products and Services as required by law in the State of Texas:

(1) **Certification of Residency (TexBuy Contractors will be required to sign a standard form it required by the State of Texas):** Texas Government Code Chapter 2252, Subchapter A requires TexBuy to determine the residency of its contractors. In part, this law reads as follows:

(a.) **Section: 2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose

principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

(b.) **Section: 2252.002**
"A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(2) **Miscellaneous**

(a.) **Performance Bonds** when required by Texas , Government Code Chapter 2253, shall be furnished by the successful contractor in an amount equal to one hundred percent (100%) of the total amount of the contract , underwritten by such surety company as the participating agency may approve, conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the participating agency.

(b.) **Payment Bonds** when required by Texas Government Code Chapter 2253, shall be furnished by the successful contractor, in the amount of the contract, solely for the protection of all claimants supplying labor and material as r defined, in the prosecution of the work provided in said contract, for the use of each claimant.

(c.) **No less than the Prevailing Wage** rates must be paid to any contractors or subcontractors or their employees or agents in performing any work under the awarded contract. Texas Government Code Chapter 2258. The prevailing wage rates are determined by the participating agency. If federal funds are used, the prevailing wage rate will be as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(d.) **Criminal History Background Checks** in accordance with Texas Education Code §22.0834 and 22.08341 shall be required should any employee or agent of a contractor awarded a bid have "continuing duties related to the contracted services" with a school district and that employee or agent will have "direct contact with students" (as those terms are defined in 19 Texas Administrative Code 153.1101). Contractor shall provide all necessary information to the school district in order for the school district to perform a criminal history and background check, when applicable. For additional information regarding the process, see https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors.

(e.) **Architect/Engineers**: No architectural or engineering services shall be procured by TexBuy on behalf of any Texas governmental entities, see Texas Government Code 791.011(h). A Texas school district may not enter into a contract to purchase construction-related goods or services through TexBuy in an amount greater than $50,000 unless a person designated by the school district certifies in writing that: 1. The project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Texas Occupation Code Chapter 1001 or 1051; or 2. The plans and specifications required under Texas Occupation Code Chapters 1001 and 1051 have been prepared.

(f.) By submitting a proposal, the Vendor certifies as follows: under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

(3) **Insurance:** The contractor shall file with the Participating Agency's designee, Insurance Certificates, as described herein, evidencing the minimum coverage required below or the minimum coverage required by the Participating Agency, and shall be supplied within ten (10) calendar days after receipt of the written "Notice of Award". In no instance shall the contractor begin work prior to the filing of the insurance requirements. Failure to do so shall be grounds to void the contract. The Participating Agency's designee shall be given ten (10) days notice prior to the cancellation or change of any of the required insurance coverage. The Participating Agency shall be named as Certificate Holder.

(a.) Contractor's Liability Insurance: Produce and maintain in force the following kinds of insurance by companies licensed to do business in Texas and acceptable to the Participating Agency. Minimum Limits of Liability are stated.

Contractor's Liability Insurance:
Employer's Insurance Workers' Compensation—Statutory Employer's Liability
Bodily Injury by Accident Each Occurrence—$100,000.00
Bodily Injury by Disease Each Employee—$100,000.00
Policy Limit—$500,000.00

Commercial General Liability -Combined Limits of Bodily and Personal Injury and Property Damage:

Each Occurrence—$500,000.00
General Aggregate—$500,000.00

Automobile Liability - Including non-ownership, hired and owned vehicle coverage:
Bodily Damage Each Person—$250,000.00
Each Occurrence—$500,000.00
Property Damage Each Occurrence—$250,000.00

All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site.

(b.) Umbrella or Excess Liability: excess over the above liability policies in the amount of $2,000,000.00 each occurrence/aggregate. (Combined Limit)

(c.) Workers' Compensation Insurance Coverage.

.1 Definitions:

1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project,

for the duration of the Project;

9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 Texas Administrative Code §110.110(c)(7)]

C. Procedure for Processing Orders

(1) Purchase orders are issued by participating agencies to the Contractor.

(2) "Automated contracts" may be negotiated with TexBuy that provide for purchase orders to be sent directly to the Contractor with reports of usage submitted periodically to TexBuy.

(3) Contractors deliver goods/services directly to the participating agency and then invoice the participating agency. The Contractor receives payment directly from the participating agency.

(4) TexBuy shall receive quarterly reports from the Contractor reflecting total sales made through the TexBuy contract with the Contractor. The Contractor shall remit payment of their participation fee up to two percent (2%) to TexBuy at net thirty-day (30) terms.

D. Members Purchasing Under the Agency

TexBuy is operated by Region 16 Education Service Center, located in Amarillo, Texas and is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the State of Texas.

25. **Virginia, Fairfax County Public Schools**

Additional Agency Terms and Conditions that apply to all categories

AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

NOTE: Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a Bidder or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL

1. **DEFINITIONS-**

   AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

   BIDDER/BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "Bidder" will be used throughout this document and shall be construed to mean "Bidder" where appropriate.

   CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

   COUNTY: County of Fairfax.

   GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

   PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

   SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

   STATE: Commonwealth of Virginia.

2. **FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

3. **CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

4. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

5. **NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

6. **INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

   DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

7. **GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

8. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear

the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with thespecifications.

9. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchaseorder.

10. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

11. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
    a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
    b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

12. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

13. TERMINATION OF CONTRACT FOR CAUSE-
    a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

14. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

15. **CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

16. **GENERAL GUARANTY**-Contractor agrees to:
    a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
    b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other Contractors, for which his or her workers are responsible.
    d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
    e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

17. **SERVICE CONTRACT GUARANTY-**Contractor agrees to:
    a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
    b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
    c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules,

regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

18. **INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

19. **NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each Subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

20. **DRUG FREE WORKPLACE-**During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug- free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. OFFICIALS NOT TO BENEFIT-

a. Each Bidder or Bidder shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible

benefit.

c. In the event the Bidder or Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder or Bidder shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

22. **REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

23. **COVENANT AGAINST CONTINGENT FEES**-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. OFFICE OF SMALL BUSINESS-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than $1,000,000 in annual receipts.

d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

e. Contractors may rely on oral or written representations by Subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

PAYMENTS

25. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

26. **PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

27. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

28. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

REMEDIES

29. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
   1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
   2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
   1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
   2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
   3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
   4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
      (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
   5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
   6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
   7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

30. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time

of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

31. LEGAL ACTION-No Bidder, Bidder, potential Bidder or Bidder, or Contractor shall institute any legal action until all statutory requirements have been met.

C – Member Purchasing

32. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. As authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government. Bidders are advised that the *resultant* contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

26. **Washington, King County Directors' Association (KCDA)**

A. KCDA Additional General Terms and Conditions

General Intent: KCDA may participate in all or any part of the goods and services listed in this IFB, upon completion of contracts currently in effect, whichever is deemed in the best interest of KCDA members. KCDA cannot be restricted by the successful bidder from choosing which parts of these contracts to use.

Both the Contractor and KCDA member using this Contract agree that it is the member's responsibility to perform due diligence as to the legality of their usage of this contract. In this regard, KCDA suggests that, at a minimum, Contractor and member considering such usage consult with their legal counsel before doing so.

Advertising/Marketing:

KCDA requires all vendors to develop a marketing program to include printed, web-based, e-mail, telemarketing and other methods approved by KCDA.

All promotional marketing materials must have the prior approval of KCDA before distribution and must include the KCDA logo and other contract information.

KCDA staff will work jointly with all vendors and their representatives to market the AEPA contracts to KCDA members and prospective members. Vendors may be requested to make joint presentations to KCDA or its members in either a one to one or a group setting. Some group presentations may be done in conjunction with other vendors.

Displaying exhibits at various statewide conferences are encouraged. Contractor agrees to make available KCDA supplied brochures or other promotional materials at these events. Contractor will provide KCDA with scheduled exhibit dates in advance.

Contractor agrees to insert the approved KCDA logo, web address and contact information on the Contractor's website promoting and providing a link to the KCDA website. Contractor will also provide KCDA with text, links and logos to be posted on the KCDA website.

Assignment:

Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of contractual duties to any other person, firm or corporation without the previous written consent of KCDA and any member that has an outstanding open purchase order or financing arrangement. In no case shall such assignment of Contract relieve the Contractor from obligations or change the terms of the Contract.

Cancellation/Default/Termination:

KCDA reserves the right to cancel the whole or any part of this contract due to the failure by the Contractor to carry out any obligation, term or condition of the contract. KCDA will issue written notice to the contractor for acting or failing to act in any of the following:

- The Contractor fails to adequately perform the services set forth in the contract
- The Contractor fails to make progress in the performance of the contract and/or gives KCDA reason to believe the Contractor will not or cannot perform to the requirements of the contract
- The Contractor fails to observe any of the terms and conditions of the contract
- The Contractor fails to pay any applicable administrative fees.
- The Contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by KCDA.

If the contract is to be terminated, KCDA shall do the following:

- Step 1 – Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s). Upon receipt of the letter, the Contractor shall have ten (10) business days to provide a satisfactory response to KCDA. Failure on the part of the Contractor to address adequately all issues of concern may result in contract cancellation.
- Step 2 – Issue a letter of intent to cancel the contract if the problems(s) are not resolved by the date specified.
- Step 3 – Issue a letter to terminate the contract.

Compliance with Laws

In addition to any requirements set forth herein, vendor shall comply with all applicable state, federal and local laws, rules, regulations and ordinances.

Contract Amendments:
KCDA reserves the right to amend the contract resulting from state law changes or internal boilerplate changes due to state law changes. Contractors/Vendors will be sent written notification of the changes.

Employees who have been Convicted of Crimes against Children:
The Contractor, or any subcontractors, shall not utilize any employee at a school site or allow any contact between school children and any employee when an employee has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9S.444 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.88 RCW, or violation of similar laws of another jurisdiction.

Contractors/Vendors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.0303 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the school location. If the Contractor or applicant has had a record check within the previous two years, the Contractor may waive the requirement. The Contractor shall determine whether the applicant or the Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts, and their Contractor from hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony crime specified under RCW 28A.400.322, or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

Governing Law and Venue/Legal Litigation:
All applicable local, state and federal laws and regulations will apply to any purchases of equipment, service or public works in any of the states KCDA currently services, as well as any other non-AEPA states where members may be added to KCDA membership throughout the term of these contracts. The laws of the State of Washington govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall take place in the State of Washington.

Hazardous Materials:
If any hazardous chemicals/materials are supplied under a contract/purchase order arising out of this solicitation, a Safety Data Sheet (SDS) shall accompany the delivery of any hazardous chemicals/materials supplied by the vendor. All SDA sheets shall be sent to KCDA and the KCDA member. Any products not appropriately labeled will be refused and the vendor will be responsible for additional freight charges.

Indemnification/Hold Harmless:
The Contractor agrees to defend, indemnify and hold harmless KCDA and the member agency, and their respective officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of KCDA or the member agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, KCDA or the member agency and their respective officers, officials, employees, and volunteers, the Contractor's liability , including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. Use of this contract certifies that the waiver of immunity specified by this provision was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Independent Contractor:
The Contractor shall not be held or deemed in any way to be the agent or employee of KCDA and /or a KCDA member. It is the intention of the parties that the Contractor shall be and is to be considered an independent Contractor.

Minority and Women Owned Businesses:
KCDA encourages all minority and women owned businesses to participate in the bid process. Washington State law does not allow KCDA to provide any financial advantage for minority and women owned businesses who participate, however, KCDA believes that a diverse range of suppliers benefits all.

Quality of Goods:
Bidder shall bid and provide new (not used or refurbished) items only. Seller warrants all supplies, materials and equipment and services covered by a contract/purchase order with KCDA or with a KCDA member will:
(a) conform to the specifications, drawings, written instructions, samples, or descriptions; (b) be of good quality and workmanship;(c) be free of defects in design, materials and workmanship; (d) be merchantable;
(e) be fit for particular purposes applicable to the design, function or use of the supplies, materials and equipment.

Taxes:
The KCDA Members and Associate Members are to be taxed.

Term of Contract:
The term of the agreement shall commence on the date of the award and continue as stipulated in the General Terms and Conditions, unless terminated, canceled or extended.

Use of Tobacco on School Districts/Public Agency Premises:
RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

B. Order Procedure

After entering into an agreement with KCDA, KCDA will confirm the directions for placement of orders with the Contractor, and will post directions on the KCDA website for both Contractor and members. These directions will also be posted on each awarded Contractors/Vendors website.

- Once the award is made to the Contractor, KCDA will inform members of the contract.
- At this point the Contractor may directly contact members or the member may contact the Contractor.
- A list of members, addresses and phone numbers is available to the Contractor upon request.
- Before a Contractor may enter into business with a KCDA member, they need to verify membership through the KCDA website, which can be viewed under Membership.

Invoicing/Reporting

- KCDA will contact Contractors/Vendors about invoicing procedures.
- KCDA is funded through a service fee paid to KCDA by the participating Contractors/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 Contractor 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 Purchasing Director, Thomas Kim at tkim@kcda.org and CFO, Yohan Lee at ylee@kcda.org
- These reports shall be in Microsoft Excel format and shall have file names that identify the Contractor and the quarterly period being reported. They shall include the following fields and allow for sorting on any of the fields: Date of order, name of member, item purchased, quantity, unit price, extended price, member PO #, Contractor order number.
- KCDA reserves the right to change the contact name of existing KCDA personnel administering the contract. If there are personnel changes, reports and payments will be sent to the new contact(s) specified.

C. Agencies Allowed to Purchase under KCDA

King County Director's Association (KCDA) is a member owned purchasing cooperative representing 295 Washington State school districts. In addition, KCDA provides purchasing and procurement services for more than 1,200 public agencies and political subdivisions in Washington and other states, including but not limited to Alaska, Idaho, and Montana. KCDA also provides purchasing services for accredited private K-12 schools in Washington State.

A listing of all KCDA members is available on the KCDA website, www.kcda.org.

D. KCDA Additional Terms & Conditions for Construction Products and Services

Contractor agrees that, in performance of the services required under this agreement, Contractor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.

a) Public Works:

State of Washington statute requires workers be paid **prevailing wages** when employed on **public works** projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with State regulations regarding payment of prevailing wages on public works projects. Prevailing Wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by contacting Labor and Industries at 360-902-5335. A copy may also be requested from KCDA. KCDA serves all counties in Washington State. The County in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition:

Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Contractors bidding a Public Works project exceeding $1,000,000.00 must declare who their HVAC, Mechanical and Electrical subcontractors will be within one hour of bid submission and the listing of structural installation and rebar installation subcontractors within 48 hours of bid submission, and submit this information with bid documents in order for the bid to be responsive. (RCW 39.30.060).

Apprentice Utilization Requirements (AURs)

Public works projects should conduct a 15% apprentice utilization requirement if the project belongs to any of below,

- State public works estimated to cost $1 million dollars or more;
- Department of Transportation projects estimated to cost $2 million or more;
- All school district public works projects estimated to cost $1 million or more; and
- All public works by a state four-year institution of higher learning estimated to cost $1 million or more.

And one of three requirements should happen on a project:

- The project meets the 15% AUR;
- The project does not meet the 15% AUR, however the awarding agency approves a good faith effort; or
- The monetary penalty written in the contract is assessed.

Good faith efforts are for the entirety of a project, not a single occupation unless there happens to be only one apprenticeable occupation on the project. Therefore, the prime contractor cannot only consider their occupation(s) when requesting a good faith effort and leave out the occupations and workforce used by subcontractors.

Within existing resources, awarding agencies are responsible for monitoring apprenticeship utilization hours by

contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

Refer to RCW 39.04.320, which covers apprentice utilization on public works projects for detailed information.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

b) **Prevailing Wage:**
Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all Contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, Releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the Contractor, and may not be added as a line item charged to the member agency**. **All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions**, Davis-Bacon** prevailing wage requirements apply to public works construction contracts of $2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at https://sam.gov/content/wage-determinations. Contractors/Subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member Agency.

c) Responsible Bidder:
Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation

demonstrating compliance with the criteria.

Low Responsible Bidder

State Responsibility Criteria**.** The Bidder must meet the following state responsibility criteria:

1 At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2 Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
5. New bidder requirement. Certify that within the three-year period immediately preceding the bid solicitation date:
   a. The bidder is not a "willfull" violator, as defined in RCW 49.48.082, or any provision of chapter 49-46, 49.48 or 49.52 RCW.
   b. As determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction.
   c. As of July 1, 2019, WA Labor and Industries has required all businesses to have public works training before bidding and/or performing work on public works projects. This training requirement has been added to the responsible bidder criteria in RCW 39.04.350 and RCW 39.06.020. Awarding agencies are required to verify all contractors submitting bids meet this requirement before awarding the contract.
6. At the time of bid submittal, provide signed sworn statement in accordance with RCW 9A.72.085 verifying under penalty or perjury that the bidder is in compliance with the new responsible bidder criteria requirement.
7. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A." The Bidder may make a written request to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
4. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;

Payment & Performance Bond:

The prime Contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand

($150,000) dollars or less. In this instance, at the option of the Contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, Bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A Bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the Bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The Contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the Contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

d) **Permits**:
Obtaining permits is the responsibility of the Member. Awarded Contractor may provide guidance and/or assistance in obtaining necessary permits. If Contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

e) **Certificate of Insurance:**
A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the Contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must approve the certificate of insurance and endorsements.

f) Acceptable Pricing Method:
KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and Vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

g) Progress Payments:
The Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

a. Contract Number
b. Bid item ID, bid quantity, unit, unit price and description as appropriate
c. Sales Tax as applicable

The Payment Request will be reviewed by the Member before payment is made. If the Member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

h) Payment Retainage:

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

a. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA Member Agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
b. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

i) Force Majeure:

Except for payments of sums due, neither party shall 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 or responsibility 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; industry-wide labor disputes; civil disorders; fire; flood; snow; 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 or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall 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. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall 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, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

27. West Virginia, West Virginia Cooperative Purchasing

A. General Terms and Conditions that apply for all Categories:

1. Compliance with Laws/Forum Designation

Contractor shall comply with Federal, State, and Local Laws, Codes and Regulations while fulfilling the contract. It is the Contractor's responsibility to be aware of and comply with all state and local laws governing this procurement. Applicable laws, codes, and regulations (etc.) must be followed even if not specifically identified herein. The terms of the Agreement Addendum which is attached hereto and incorporated herein shall govern and supersede any contract terms to the contrary with respect to each procurement. Contractor shall verify to Mountain State ESC, its Member Agencies and other qualifying purchasers that the Contractor is complying with all Federal, State and Local Laws, Codes and Regulations while fulfilling the contract, and shall provide a copy of this contract and any addenda to each Member Agency when providing a price quotation. Moreover, this contract shall be governed by and construed in accordance with the laws of the State of West Virginia without giving effect to its principles of conflict of law. Legal proceedings arising under this contract shall be brought in a West Virginia Court of the County where the Member Agency's main office is located.

2. Delinquent Tax Affidavit

Contractor shall provide an affidavit relating to delinquent taxes as may be required by West Virginia State Code §11-12-10.

3. Secretary of State Registration

Contractor shall meet and maintain all registration requirements as necessary to conduct business in the State of West Virginia, including but not limited to registration with the West Virginia Secretary of State.

4. West Virginia Workers Compensation Insurance

Contractor, and any subcontractors hired by Contractor shall, at their own expense, maintain in force for the duration of the project workers' compensation and employer's liability insurance as required by the laws of the State of West Virginia.

5. Project Personnel, Student Safety and Background Checks

Member Agency shall have the right to reject the participation of any personnel of Contractor in the performance of the services if, in relation to the work assigned to them, the Member Agency deems such personnel to lack the skill, experience and expertise required to perform the services or if Member Agency considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise Member Agency promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the Member Agency's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member Agency's students, employees, officials, or guests. The Member Agency reserves the right to require Contractor's officers, employees, agents, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated in any way with Contractor from Member Agency property for failure to wear identification, for being outside a designated work Contractor shall perform or cause to be performed by the West Virginia State Police and Federal Bureau of Investigation criminal background check of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in West Virginia State Code without prior approval of the Member Agency.

6. Independent Contractor

Contractor shall be an independent contractor and neither Contractor nor any of its subcontractors, nor the employees of any thereof, shall be deemed to be the servants, employees, or agents of Member Agency. Contractor shall be responsible for paying all costs related to its employees and managers performing the services. Contractor shall remain liable and responsible to Member Agency for all of its obligations under this contract, regardless of whether the services are performed by the Contractor or a subcontractor of any tier.

7. Ownership of Instruments of Service

Drawings, data and other documents prepared by, or with the cooperation of, the Contractor pursuant to this contract shall become, upon payment of all undisputed compensation due the Contractor from the Member Agency, the property of the Member Agency. Such drawings, data or other documents may be used by the Member Agency or others employed by the Member Agency without compensation to the Contractor.

8. Audit

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.

9. Notices

Unless otherwise expressly provided in this contract, all notices and other communications given under the contract shall be in writing and shall be deemed effective upon receipt by the addressee at its address as set forth in the contract or at such other address as such party shall have notified the other in writing.

10. Non-Appropriation and Other Contract Terms Applicable to Member Agencies as Political Subdivisions of the State

If the Member Agency fails to appropriate sufficient monies in any fiscal year for payments due under the contract and other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then Member Agency will give Contractor prompt notice of such Non-Appropriation. This contract shall thereupon terminate without penalty or expense to the Member Agency other than for goods and services already provided.

11. No Personal Liability

It is understood and agreed that under no circumstances will the Member Agency's board members, regional council members, officers, employees, or agents be personally liable for any obligations or claims arising out of or related to the contract.

12. Price Quotation

Contractors must quote to a Member Agency the pricing listed in the current contract awarded by the Association of Educational Purchasing Agencies. Vendor will follow the procedures for price reductions to AEPA Member Agencies and Participating Entities set forth in the AEPA general terms area, and conditions. The price quotation must be submitted to a Member Agency and Participating Entity in writing, and any other expenses that the Contractors intend to charge a Member Agency or Participating Entity must be separately itemized on the quotation page in bold font with a good faith estimate of the dollar amount of each item, such as use tax if applicable. The failure to list an item or include a good faith estimate of the dollar amount on the quotation page will preclude a Contractor from charging the same.

13. Jobs Act

As the unemployment rate in the State of West Virginia is significantly higher than most other states, the West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed $500,000.00 in cost, to hire 75% of their workers from the local labor market. The local labor market is defined as including every county within the State of West Virginia as well as any county outside of West Virginia, if any portion of that county is within 50 miles of the state border.

There are certain exclusions to this requirement, which includes an exemption for projects that contain any amount of federal funding as well as an allowance for out-of-state contractors to bring two (2) of their own employees from outside the local labor market to work on the project and still remain in compliance.

14. Miscellaneous

Headings and titles of articles, paragraphs and other subparts of this contract are for convenience of reference only and shall not be considered in interpreting the text of this contract. This contract and any appendices constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto and all agreements or understandings with a Member Agency. No contract amendments can be made without the approval of the AEPA membership.

B. Construction Products and Services:

For construction improvements, the following shall apply:

1. The successful Contractor shall provide such bonds required by West Virginia State Code §38- 2-39.
2. Contractor shall comply with all applicable licensing requirements, including those of the West Virginia Contractor Licensing Board pursuant to West Virginia State Code §21-11-3.

C. Procedures for Processing Orders:

The Mountain State ESC will keep informed its Member Agencies and other qualified purchasers of contract information via web site and through other marketing strategies. A list of Mountain State ESC Member Agencies along with addresses, phones, contacts, etc. will be made available to successful Contractors. After contracts are awarded, Contractors may contact the Mountain State ESC Member Agencies and other qualifying purchasers concerning their products and services.

Participating Member Agencies and other qualified purchasers will submit all purchase orders directly to the Contractor.

The Contractor price shall include a two percent (2%) administrative fee that the Contractor will collect from the Member Agency or other qualified purchaser. Administrative fees are to be remitted to the Mountain State ESC on April 15, July 15, October 15 and January 15 of every calendar year with checks payable to the Mountain State ESC, 501 22nd Street, Dunbar, WV 25064

The Contractor will compile a quarterly report showing all purchases made by the Mountain State ESC Member Agencies and other qualified purchasers under this contract at the conclusion of each calendar quarter. These reports shall be attached to the administrative fee remittance.

D. Agencies Allowed to Purchase under Member Agency:

All member cooperatives of the MOUNTAIN STATE ESC and their individual Member Agencies are eligible to participate and purchase from the awarded AEPA contracts. All West Virginia PK-12 school districts, including Career and Technical Education Centers, Regional Education Services Agencies, West Virginia Department of Education (WVDE) and all Institutional Education Programs operated by WVDE are eligible to participate and purchase from the awarded AEPA contracts. In addition, all colleges and universities, state, municipalities, counties, other governmental agencies and non- profit agencies are eligible to participate if the AEPA contracts satisfy their individual procurement requirements.

E. No Debt Affidavit

The No Debt Affadavit is administered in accordance with the West *Virginia* **Code,** *§5A-3-10A*

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor Is a debtor as defined in this section and the debt owed is an amount greater than $1,000 in the aggregate.

28. Wisconsin, Cooperative Educational Service Agency - CESA Purchasing

A. Additional Terms and Conditions

(Note: anything that is not already in Part A – General Terms and Conditions for AEPA) Terms and Conditions must be compliant with Wisconsin State Statutes 16.70 to 16.848

B. *Additional Participating Agency Terms and Conditions for Non-Construction Products and Services* Some larger districts, like Milwaukee Public Schools, may require an additional one page "piggyback" memorandum of understanding to utilize the contract.

C. Additional Participating Agency Terms and Conditions for Construction Related Products and Services

Construction contracts are subject to Wisconsin State Statutes 16.855 or 66.0901.

D. Procedure for Processing Orders

All districts directly process orders with the CESA Purchasing AEPA vendor partner unless otherwise arranged.

E. Members Purchasing Under CESA

CESA Purchasing membership is free. Membership is available to the following agencies based on WI State Statues Chapter 116 which governs the work of WI Cooperative Educational Service Agencies: school districts, University of Wisconsin System institutions, and technical colleges. All public, private, and tribal schools, and all public and private agencies and organizations, that provide services to pupils. Please note in Wisconsin we do not require additional registration of members and define members as those defined by WI Statute 116 that guides our work.

29. Wyoming, Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES):
Upon execution of this document, the respondent hereby agrees to submit bids and NEW BOCES agrees to accept such bids under the following conditions:
PREFERENCES Wyoming Statutes provide for percentage preferences for items supplied by Wyoming resident bidders and for items produced or grown in the State of Wyoming. Preferences may not be applied when federal funds are involved. Preference will be given in accordance with W.S. 16-6-101, 16-6-102, 16-6-103, 16-6-104, 16-6- 105, 16-6-106, 16-6-107, and 16-6-301, as amended. For bids involving federal funds please refer to W.S. 16-6-108. Please contact the Department of Workforce Services, Division of Labor Standards
Resident & Non-Resident VENDOR REGISTRATION REQUIREMENTS:
Secretary of State 2020 Carey Avenue Cheyenne, WY 82002 Phone: (307) 777-7378 website: http://soswy.state.wy.us/
Department of Workforce Services Division of Unemployment Insurance 100 W. Midwest P.O. Box 2760 Casper, WY 82602 Phone: (307) 235-3217
Public Works and Contracts: Vendor shall comply with all laws, whether local, state, federal, or otherwise, applicable to any aspect of the service or product to be provided in relation to the contract. It shall be the vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall indemnify, defend, and hold harmless NEW BOCES for any default or breach of vendor in this regard. To the extent applicable for the product or service bid, vendor shall comply with W.S. 16-6-101 to 16-6-602 and to W.S. 21-3-110(a) (viii)
Every Contracted Vendor Employee shall provide a valid State issued Identification Card upon entry of any educational facility.
Members Customer Client Purchasing: NEW BOCES NEW BOCES is an educational cooperative authorized under the provisions of W.S. 21-20-101 to 21-20-111. All K-12 school districts, Community Colleges, Child Development Centers, Residential Child Care Institutions, Utah Educational Service Agencies, all Non-Profits and all Municipalities are eligible to participate in NEW BOCES cooperative purchasing programs within the State of Wyoming and Other States as requested. "Agencies" means Counties, Municipal Corporations, School Districts, Community College Districts, the joint business council of the Eastern Shoshone and Northern Arapaho Indian tribes, the business council of the Eastern Shoshone Indian tribe, the business council of the Northern Arapaho Indian tribe. Providing facilities or functions enumerated in W.S. 16-1-104(c);
No member user is obligated to use these services, but they find the benefits of economy and efficiency made possible by cooperative purchasing to be advantageous.
Procedure for Processing Orders: Upon bid award to the Contractors/Vendors, NEW BOCES will inform its members and other qualifying purchasers of the contract:

- When the customer identifies a desired product or service as available through the AEPA/NEW BOCES contract and agrees on price as presented to the customer by the awarded AEPA/NEW BOCES vendor, the customer then issues to the vendor a purchase order for that item or service.
- 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.
- Administrative/Marketing fees will be payable to NEW BOCES on the 15th in the months of April, July, October, and January with all checks payable to NEW BOCES, 410 North Miller Avenue, Gillette, Wyoming 82716.
- Vendor makes all deliveries and installation of products and services. NEW BOCES does not warehouse items nor provide services.
- No other Cooperative shall be offered or used by awarded Contracted Vendors within the participating member customer clients of NEW BOCES.

Vendor Contact: Vendor will designate to NEW BOCES an individual(s) who will represent them. This contact person(s) will correspond with each ordering member for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas are needed; this information will be distributed to NEW BOCES members upon award of this bid.
NEW BOCES Commitment to Awarded Contract Vendors:
1) Website postings www.newboces.com under Cooperative Purchasing. Includes but not limited to News & Announcements, Public Calendar Events, Awarded Contracts, and Flyers.
2) Announcing the contract in its quarterly newsletter and other events completed with vendors which includes savings reports and rebates to members and users of NEW BOCES Cooperative Contracts.
3) Publish the Vendor information in a catalog disseminated to all members and marketing for new members.
4) Attend Annual Conferences for Trade Show product purposes of all contracts held by NEW BOCES. Including any other suggestions or support from Vendors. A list of members and other qualifying purchasers, addresses, and phone numbers will be made available to the Contracted Vendor.

4. **State Specific Forms**

An AEPA Member Agency (State) may have forms relating to this solicitation that require completion before an award is made by that AEPA Member Agency.

For this solicitation, New Jersey is the only AEPA Member Agency with required forms. The forms can be found on the following pages.

NEW JERSEY REQUIRED DOCUMENTS FOR GOODS AND SERVICES BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

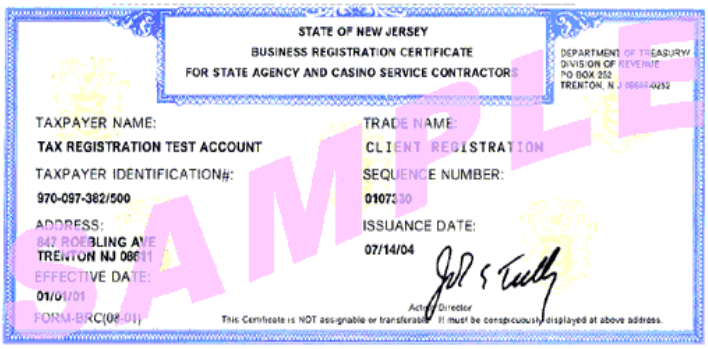
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than the bid award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

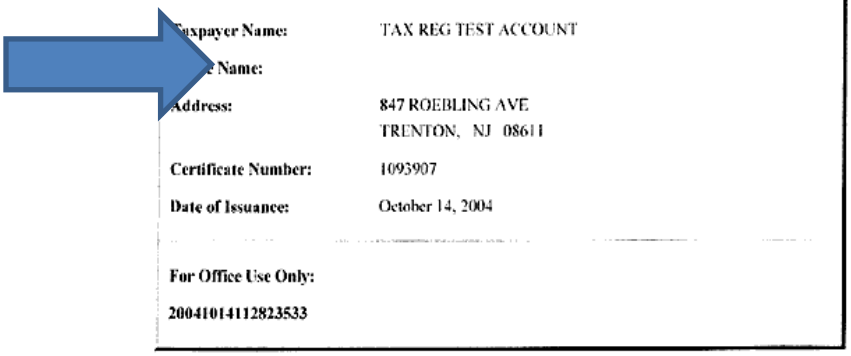
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
970-097-382/500
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01
FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330
ISSUANCE DATE:
07/14/04

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or

the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

POLITICAL CONTRIBUTIONS DISCLOSURE – AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1)
"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to a member of the board of education during the preceding one-year period."

Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2, 3)
"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the **New Jersey Election Law Enforcement Commission** pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county,
  - of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The ESCNJ has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The ESCNJ has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)
No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "***NO"*** to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm _____

Address _____
City, State, Zip _____

Name of Authorized Agent _____Title _____
SIGNATURE _____ Date _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

Date: _____

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company _____ Name _____

Signature _____ Title _____

Date: _____

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********* MALE**********					********FEMALE**********				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

SAMPLE

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

To download the AA-302 form, click this link:
https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned

by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check “Retail”.

ITEM 3 - Enter the total “number” of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering “None” or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. “Single-establishment Employer” shall include an employer whose business is conducted at only one physical location. “Multi-establishment Employer” shall include an employer whose business is conducted at more than one location.

ITEM 8 - If “Multi-establishment” was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the Include City, County, State and Zip Code. This is Number. not applicable if you are renewing a current certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all

columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block “Yes”.

ITEM 15 - If the answer to Item 15 is “No”, enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone contact.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR’S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[1]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm

of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

NEW JERSEY REQUIRED DOCUMENTS FOR PUBLIC WORKS BIDS

BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

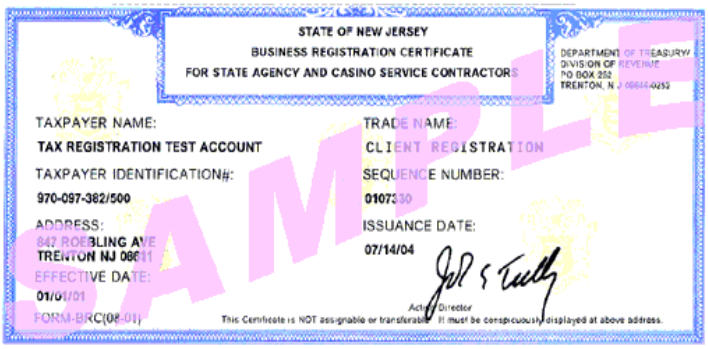
Pursuant to N.J.S.A. 52:32-44, all respondents shall submit prior to award of bid, a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. The ESCNJ requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal but no later than date of award.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

3. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
4. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
4. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400.

For more information on how to obtain a Business Registration Certificate, please visit the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise Services website at:
http://www.state.nj.us/treasury/revenue/busregcert.shtml


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

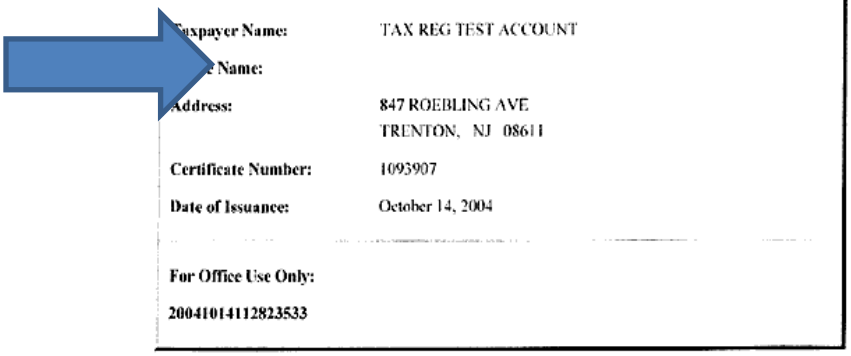
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
970-097-382/500
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01
FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330
ISSUANCE DATE:
07/14/04

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

RETURN PRIOR TO BID AWARD

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate to the ESCNJ prior to the award of contract will result in the rejection of the entire bid or proposal.

CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the ESCNJ are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

C. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and

receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

D. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

D. Renewal of Contract; Services

The ESCNJ may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The ESCNJ may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The ESCNJ is the final authority in awarding renewals of contracts.

DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The ESCNJ will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (https://www.state.nj.us/treasury/revenue/debarment/index.shtml).

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List—Excluded Parties List System—System for Award Management—SAM.gov

PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN N.J.S.A. (18A:18A-49.4)

The ESCNJ, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran and Public Law 2022, c.3, Prohibited Russia-Belarus Activities —N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25, P.L. 2021, c.4 and P.L. 2022, c.3), any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in Russia or Belarus and/or investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

The ESCNJ has provided within these specifications, a Prohibited Russia-Belarus Activities & Iran Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the ESCNJ, to complete, sign and submit with the proposal. The Prohibited Russia-Belarus Activities & Iran Investment Activities Form is to be completed, certified and submitted prior to the award of contract, preferably with the bid submittal.
Please sign and submit the Disclosure of Investment Activities in Iran form and include with your bid package. This form must be submitted no later than the time of the award of a contact.

PREVAILING WAGES

Where applicable, all vendors must adhere to NJ State Prevailing Wage laws; All subcontractors named in this bid understand the requirements of the subcontractor to pay prevailing wages in full accordance with the law, where applicable**.**

STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____ Name _____

Signature _____ Title _____

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

RETURN WITH BID

Educational Services Commission of New Jersey
Business Office
1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

_____

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*[2]
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[2] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(3) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(4) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(4) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the <**Name of Contracting Unit**> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <**Name of Contracting Unit**> to notify the <**Name of Contracting Unit**> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <**Name of Contracting Unit**> and that the <**Name of Contracting Unit**> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**		
Signature			**Date**	

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY/ _____
Specify, of other

COUNTY OF _____

I, _____ of the (City, Town, Borough)

of _____ State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm

of _____ the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
(Company Name)

By: _____
(Signature of authorized representative)

Subscribed and sworn to before me

This_____ day of _____, 20 ____

_____
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission expires_____ 20 ___

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____
Organization Address: _____
City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II Check the appropriate box

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

CERTIFICATE OF AUTHORITY - RETURN WITH BID

All bidders are to submit their Sworn Contractor Certification, a current valid "Certificate of Authority" as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

Sample Certificate of Authority

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. [redacted]

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Acting Director, Division of Taxation

[redacted]

Tax Registration No. [redacted]

Tax Effective Date 10-15-10

Document Locator No. [redacted]

Date Issued 10-14-10

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Co-op member Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Co-op member in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location or use of co-op member spaces.

All contractors are prohibited to perform any change order unless so directed in writing by the Co-op member.

CONTRACTOR TRADE LICENSES - RETURN WITH BID

All bidders are to submit with their proposal all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular proposal.

Sample Contractor Trade License

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

ABC CONSTRUCTION
123 YOUR BLOCK
ANYTOWN USA

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

11/01/2013 TO 12/31/2014
VALID

1234567890123
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

DIRECTOR

CONTRACTOR'S REGISTRATION EVIDENCE —"Public Works Contractor Registration Act"

A. Valid Certificate – Receipt of Bid

All Contractors must adhere to the provisions of the Public Works Contractor Registration Act - N.J.S.A. 34:11-56.48 et. seq. The PWCRA requires that "*No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act.*" The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the ESCNJ.

B. Submission of Certificate – Receipt of Bid; Prior to Award--Mandatory

All bidders are requested to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The vendor(s) who is deemed to receive the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful vendor fails to provide copies of certificates prior to the award of contract, the bid shall be rejected as non-responsive.**

For more information contact: Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

PRE-QUALIFICATION OF BIDDERS

A. **DPMC Prequalification--** Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all Bidders on any contract for public works which the entire cost of the contract exceeds $20,000, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to charter and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Commission if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

NJSDA Prequalification---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:7G-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

Maintenance Projects—Contractors are reminded that maintenance projects solely to achieve the design life of a school facility and routine maintenance do not constitute a school facility project and therefor NJSDA prequalification is not a requirement. Reference N.J.A.C. 6A:26-1.2002E

B. **Prequalification Affidavit--No Material Adverse Change**

Every pre-qualified Bidder must submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. Bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the ESCNJ as part of the bidding documents. Where the Bidder intends to subcontract any portion of the project, the cost of which will exceed $20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The ESCNJ may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The bidder shall furnish the ESCNJ with the information and data for this purpose upon request. The ESCNJ reserves the right to reject any bid if the information fails to establish to the ESCNJ's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. **Notice of Classification--**(For Contracts Exceeding $20,000) N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.
Each Bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the ESCNJ under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Co-op member, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. **Uncompleted Contracts--**(For Contracts Exceeding $20,000) - N.J.A.C. 17:19-2.13(a)
The ESCNJ also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by code. (Form DPMC 701). **Failure to submit this document will result in the rejection of the bid as being non-responsive.**

PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS
The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates by County as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56:25, is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed athttps://www.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
http://lwd.dol.state.nj.us/http://lwd.dol.state.nj.us/, the Prevailing Wages Determination Section.

- **Compliance with New Jersey Prevailing Wage Act**

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

- **Certified Payrolls**

Contractor agrees to submit to the Co-op member a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

- **Submission of Affidavit**

Before final payment, the contractor shall furnish the co-op member with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

- **Posting of Prevailing Wages**

The contractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workers their wages. (Reference 18A:7G-23 and N.J.S.A 34:11-56.32.)

- **Prevailing Wages Certification—Submission with Bid**

The bidder shall submit a Prevailing Wages Certification with its bid package.

- **Non-compliance Statement**

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or co-op member may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each Bidder shall provide a certification showing that he/she owns, leases or controls all the necessary equipment required by the specifications. If the Bidder is not the actual owner or lessee of any such equipment, he/she shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT - RETURN WITH BID

Contractors, services providers, and all vendors with whom the ESCNJ has an executed contract, may not subcontract any part of any work done or assign any part of the contract for goods or materials for ESCNJ and Co-op members without first receiving written permission from the ESCNJ. Awarded vendors may add additional subcontractors after submitting the proper paperwork and upon approval from the ESCNJ. Under no condition will any work specified be subcontracted without the ESCNJ's prior written approval. **Failure to adhere to this requirement may result in revocation of a contract.**

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The ESCNJ must approve all subcontractors and will require the following documents to be secured from all approved subcontractors:

-Affirmative Action Evidence – Construction type contracts
-Americans with Disabilities Act of 1990
-Assurance of Compliance
-Certificate of Authority
-Certifications and Licenses as applicable
-Contractor's Registration Certificate (Public Works)
-Disclosure of Investment Activities in Iran
-Equipment Certification
-Insurance Certificate as outlined in the bid specifications;
-New Jersey Business Registration Certificate
-New Jersey School Development Authority Prequalification
-Notice of Classification Form (DPMC)
-Political Contribution Disclosure Form
- Prequalification Affidavit--No Material Adverse Change
-Prevailing Wages Compliance Certification
-Statement of Ownership (Ownership Disclosure Certification)
-Statement of Suspension or Debarment
-Subcontracting Assignments
-Sworn Contractor's Disclosure
-Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
-Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

SUBCONTRACTING: ASSIGNMENT OF CONTRACT-continued

In cases of subcontracting, the Co-op member shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Co-op member shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors. All vendors are responsible for submitting subcontractor documentation.

Penalties – Unauthorized Subcontractors

The Co-op member may deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission as required.

Subcontractor Disclosure Statement

If the bidder intends to subcontract any work, please submit the completed **Subcontractor Disclosure Statement found in this bid document.**

SWORN CONTRACTOR CERTIFICATION – (Bidder's Certification)

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. **Failure to complete, sign and submit the certification may lead to the bid being rejected.**

AFFIRMATIVE ACTION—Construction Contracts—Acknowledgement –

RETURN WITH BID

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** listing their entire work force and all employees that may be used for any jobs under this ESCNJ Co-op contract with their bid submission. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The awarded contractor(s) shall also complete and submit an Initial Project Workforce Report, **Form AA-201** to the owner before the start of any job entered into under this contract. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the owner's Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link:

https://www.nj.gov/treasury/contract_compliance/https://www.state.nj.us/treasury/contract_compliance/pdf/vc.pdf

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

EXHIBIT B - RETURN WITH BID

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) EXHIBIT B - RETURN WITH BID
(C) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(D) N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
(E) N.J.A.C. 17:27-1.1 et seq.
(F) CONSTRUCTION CONTRACTS-continued

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
:
(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company _____

Signature _____

Name _____
Title _____

Sample-AA201

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER

2. CONTRACTOR ID NUMBER

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name:
Address:

CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD

6. NAME AND ADDRESS OF PROJECT

Name:
Address:

COUNTY

7. PROJECT NUMBER

8. IS THIS PROJECT COVERED BY A PROJEC
LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.

or

B) _____leases or controls all the necessary equipment as required
Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and

2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company_____

Authorized Agent

Title_____

Authorized Signature_____

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE - RETURN WITH BID

The below affidavit must be submitted with your bid for projects over $20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am_____ *(Position in Company)*, and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ *(Name of Company)* is classified by the State of New Jersey pursuant to N.J.S.A. 52:35-1 et seq. This Classification became effective (Date).
Type of Contract/Trade Classified: _____
_____
Classification Approved Amount $_____
A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is $_____ as of _____(Date).
A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

NJSDA Prequalification

The _____ (Name of Company), pursuant to N.J.S.A.18A:7G-33, is prequalified with the NJSDA on contracts for "school facilities" projects as defined by code. NJSDA prequalification is not a requirement for maintenance projects.

_____ _____
Signature of Authorized Representative **Date**

Sworn and subscribed to before me this _____ day of _____ in the Year __

_____ _____Notary Public of _____
Signature of Notary **Print Name of Notary**

My Commission Expires:_____ _____ _____ **SEAL**
_____ Month Day Year

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed $2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: _____

Authorized Agent: _____

Title of Authorized Agent: _____

Authorized Signature: _____

SUBCONTRACTOR'S DISCLOSURE FORM - RETURN WITH BID

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. **Sub-Contractor for** _____
Name of Subcontracting Company_____
Address_____
City, State, Zip_____
Telephone_____Fax_____
E-Mail _____FEIN No_____
Authorized Agent _____ Title _____

Certification of Equipment
The_____hereby certifies the above named
Name of Bidding Company
subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____
Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

SUBCONTRACTOR'S DISCLOSURE FORM *(Continued)* - **RETURN WITH BID**

If the bidder **will** subcontract any part of their services /installation award, the bidder ***must*** do the following:

Provide the name, address and other pertinent information about the subcontractor;*

Please list subcontractor(s) here.

**Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

1. Sub-Contractor for Other _____

Name of Subcontracting Company_____

Address_____

City, State, Zip_____

Telephone_____Fax_____

E-Mail _____FEIN No_____

Authorized Agent _____ Title _____

Certification of Equipment

The_____hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

_____ _____

Authorized Agent (Print)—Bidder ***Signature of Authorized Agent—Bidder***

Bidders may make extra copies of this page to list additional subcontractors and subcontractors may be added throughout the life of the bid after receiving approval from the ESCNJ.

Sworn Contractor Certification; Qualifications and Credentials
(Bidder's Certification) - RETURN WITH BID

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I_____ the principal owner or officer of the company certify that the forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;

2. A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;

3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

4. During the term of the project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan.

5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company_____

Name of Owner or Officer_____

Signature of Owner or Officer_____

Notarized before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____
Month Day Year

-SEAL-

RETURN WITH BID

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the ESCNJ.) I certify

that the amount of uncompleted work on contracts is $_____.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Affix corporate seal here

_____
Name of Firm

_____
Signature

_____
Title

_____

_____
Address

_____
Phone

Sworn to and Subscribed before me

This day ____ of _____ 20___
Notary Public

DPMC 701 (3/15)

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format
so that we can copy and paste into our website.
Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	**Title of Bid: _____** **Bid #_____**
Vendor	
Representative	
Address	
Telephone #	
Fax #	
Email	
Website	

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID			
1.	Affirmative Action Construction Contracts Acknowledgement **and** Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit **Notarized and Sealed**
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over $20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # **(Upon award)**	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment **Notarized & Sealed**
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate **(Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature: _____

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
ss:
COUNTY OF_____

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the _____
Title Name of Company

I am the respondent making the Proposal for this contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential respondents, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Educational Services Commission of New Jersey relies upon the truth of all statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

_____
(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____
Month Year

_____ _____
NOTARY PUBLIC SIGNATURE **Print Name of Notary Public**

My commission expires _____ _____, _____
Month Day Year

SEAL *STAMP*

Technical Requirements and Documentation

The information requested below will be used by AEPA to substantiate compliance with the requirements of this solicitation. Vendors are strongly encouraged to provide complete and accurate information. Include your responses and upload with as a single, scanned PDF labeled Part B, 8.1-8.8 Technical Requirements and Documentation (see bid checklist in Part E, page 8).

Item	Description
8.1	Indicate if the proposed Facility Management Software utilizes an Application Service Provider (ASP) and/or local server-based platform for hosting, administering, and using your product. ***FAHM Response*** *IBM® Maximo® Application Suite uses Red Hat® OpenShift® run anywhere model. You can deploy on premises, or a supported hyperscaler.* *Alternatively, IBM Maximo Application Suite as a Service (MAS SaaS) is an offering supported by IBM's Site Reliability Engineering (SRE) team. IBM has been hosting Maximo systems for more than 20 years and has deep experience provisioning and supporting Maximo in Cloud environments. The SRE team is solely focused on Maximo Application Suite delivery, providing expert IT administration for both infrastructure and operations and support for customers through the IBM Support Community Portal. Customers interact with the IBM Product Support and SRE team members via case creation, interaction and follow-up. Team members are based in Canada, the United States, Brazil, Ireland, India, China and Australia.* *MAS SaaS is a subscription-based service offered on the Amazon Web Services (AWS) platform.*
8.2	Provide minimum hardware requirements for the local server and computer workstations required to use your product. Include requirements for both ASP and/or local server scenarios. ***FAHM Response*** *For **on premise** installation, see the minimal resource requirements for Red Hat® OpenShift® Container Platform (OCP) nodes table to ensure that your environment meets the requirements.*

Node	***OS***	***Minimum CPU cores***	***Memory (GB)***	***Disk (GB)***
Bastion	*Red Hat Enterprise Linux 8*	*2*	*4*	*16*
Bootstrap	*Red Hat Enterprise Linux CoreOS*	*4*	*16*	*100*
Control Plane Node	*Red Hat Enterprise Linux CoreOS*	*4*	*16*	*100*

Compute Node	*Red Hat Enterprise Linux CoreOS*	*2*	*8*	*100*

*For **deployment on a hyperscaler** (AWS, IBM Clous, Microsoft Azure) customer use the Maximo Application Suite sizing calculator is used to estimate your Red Hat® OpenShift® worker node configuration requirements, storage requirements, and memory requirements. The sizing calculator is available for download from this location: https://www.ibm.com/docs/en/mas-cd/continuous-delivery?topic=premises-requirements-capacity-planning*

8.3 Provide a listing of server software operating systems your product is compatible with; include minimum version needed to properly run your product.

FAHM Response

IBM® Maximo® Application Suite uses Red Hat® OpenShift® run anywhere model. Red Hat OpenShift Container Platform is fully supported running on Red Hat Enterprise Linux as well as Red Hat Enterprise Linux CoreOS.

8.4 Provide a listing of workstation software operating systems your product is compatible with, include minimum version needed to properly run your product.

FAHM Response

N/A. IBM Maximo is a web-based Computer Maintenance Management System and therefore workstations are OS independent.

8.5 Provide a listing of application software, including web browsers that are required to operate your program.

FAHM Response

IBM Maximo is a web-based Computer Maintenance Management System and supports the latest release of the following browsers: Apple Safari, Google Chrome, Microsoft Edge Chromium, Mozilla Firefox.

8.6 Provide an implementation schedule, including tasks, resources, durations and dependencies after award of a contract.

The following chart represents a high-level for the proposed "Quickstart" version of a Maximo implementation.

Month	1	1	2	3	4
Project Phase	Discovery /Initiate	Detail Design	Build / Test / Training Build	Deploy	Rollout

The project timeline is expected to be 2-3 months plus Rollout support.

Resources would include:

- Project Manager (Part-Time)
- Functional Consultant (Part-Time)
- Technical Consultant (Part-Time)
- Maximo Introduction Trainer (3-days)
- Technical Consultant (3-days)

At a high level, the activities from these phases are listed below.

Discovery /Initiate	Detail Design	Build / Test / Training Build	Deploy	Rollout
Project Preparation (Kick Off, team presentation, roles and responsibilities, Project planning…) User Training	Review Start Center and KPI requirements Review Reports requirement Prepare Data Loading files (Asset, location, person, Labor, PM, Jobplans, Routes, ….) Define Security Requirement	Initial Configuration of Cloud MAS with IBM Hosting Build Start Center Data Loading - Prepare loading files Configure Maximo according to client requirement Build Report and KPIs Implement Service Request and Work Management Processes Install all configurations in Test Environment Support Users during UAT	Prepare implementation plan and go live activities Go-Live	Support Rollout

For the proposed “Basic Maximo Install” version of a Maximo implementation, the high-level timeline is estimated to be 4-5 months plus Rollout (depending on the input efficiencies from the client).

Month	1	2	3	4	5
Project Phase	Discovery /Initiate	Detail Design	Build / Test / Training Build	Deploy	Rollout

The project timeline is expected to be 3-4 months plus Rollout support.
Resources would include:

- Project Manager (Part-Time)
- Functional Consultant (Part-Time)
- Technical Consultant (Part-Time)
- Maximo Introduction Trainer (3-days)
- Technical Consultant (3-days)

At a high level, the activities from these phases are listed below.

Discovery /Initiate	Detail Design	Build / Test / Training Build	Deploy	Rollout
Project Preparation (Kick Off, team presentation, roles and responsibilities, Project planning…) User Training	Review Start Center and KPI requirements Review Reports requirement Prepare Data Loading files (Asset, location, person, Labor, PM, Jobplans, Routes, ….) Define Security Requirement	Initial Configuration of Cloud MAS with IBM Hosting Build Start Center Data Loading - Prepare loading files Configure Maximo according to client requirement Build Report and KPIs Implement Service Request and Work Management Processes Install all configurations in the Test Environment Support Users during UAT Maximo Training Maximo Navigation Asset and Location Management Service Request Work Order Management Jobplan PM Management	Prepare implementation plan and go live activities Go-Live	Support Rollout

8.7 The technology infrastructure enabling the solution must provide for industry-standard 99.99% uptime. Exceptions to this requirement include downtime during regularly scheduled and maintenance periods. Vendor should also define a communication plan to clarify the timing of maintenance downtime periods so end users and administration have ample time to prepare for the temporary unavailability of the vendor's system.

FAHM Response

The Service Level Agreement Summary for Maximo Application Suite as a SaaS (MAS SaaS):

- *99.9 % Availability (Production Environment)*

- *SLA does not include planned or emergency maintenance windows. For details on the maintenance window schedule, see the Maintenance section*
- *SLA applies to production environments only*
- *Availability credits for availability of less than 99.9%*

*The Service Level Agreement (SLA) for MAS SaaS is described in Section 3.1 for the service description document found at https://www.ibm.com/support/customer/csol/terms/?id=i126-9424&_gl=1*1mawa45*_ga*OTcxMjg0MDYwLjE2OTQxODYxNTQ.*_ga_FYECCCS21D*MTY5NDQ0MTYzMy40LjEuMTY5NDQ0MjYxOC4wLjAuMA..*

8.8 Indicate additional hardware/software or network configuration requirements that are required to support this system and will contribute the total cost of ownership. Indicate limitations on number of site requesters that can be added to the system.

FAHM Response

N/A