

Solicitation Audit Checklist

Proposal:	AEPA 026-A Furniture
Awarded Vendor(s):	School Specialty
Award Date:	12/23/25
Contract Number:	026-A

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

LOCALiQ

Aberdeen News
Watertown Public Opinion

PO Box 630567 Cincinnati, OH 45263-0567

AFFIDAVIT OF PUBLICATION

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

STATE OF SOUTH DAKOTA, COUNTY OF BROWN

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

07/30/2025, 08/06/2025

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



Legal Clerk



Notary, State of WI, County of Brown

5.15.27

My commission expires

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

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Legal Notice 026

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

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

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

All responses shall be submitted online via Bonfire by the due date and time listed above. Vendors are requested to visit AEPA's website at <https://aepacoop.org/registration-solicitations/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on July 31, 2025. Note that Vendors must be able to provide their proposed products and services in up to 31 states.

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

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

LABD0332478

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

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

PUBLICATION DATES:

Jul. 30, 2025, Aug. 6, 2025

NOTICE ID: iMzSyfVu6ogxRBsFxXj

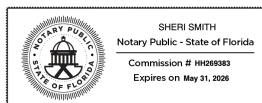
PUBLISHER ID: COL-ND-2022

NOTICE NAME: AEPA 026 - Bismarck Tribune

Publication Fee: \$136.62

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

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

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

AEPA #026 – Legal Notice Notice to Vendors

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7/30, 8/6 - COL-ND-2022



Forum Communications Company

MN Affidavit No. Hj1WDql19Q2onKcP1sVx

AFFIDAVIT OF PUBLICATION

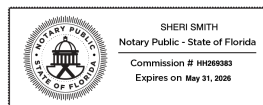
State of Florida, County of Broward, ss:

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

1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, July 30, 2025, Wednesday, August 6, 2025
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$25.00 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CASS County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

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

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

AEPA #026 – Legal Notice Notice to Vendors

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

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CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

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

Legal Notices

PUBLIC NOTICE:

Pursuant to Mn Statute 168.06 SUB D.2 the following impounded items will be auctioned at Twin Cities Transport & Recovery - 3760 Flowerfield Rd. Blaine MN 55014 763-784-7501.

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

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

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

5/2/2025 Trailer | Crystal PD, 5/21/2025 Enclosed Trailer | Private Property

Proposals for Bids

AEPA #026 - LEGAL NOTICE

Notice to Vendors

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Garage Sales - NW, SW & W Suburbs

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

Place a classified ad today.

Mortgage Foreclosures

25-118428 NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: July 1, 2016

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$137,000.00

MORTGAGOR(S): Ervin Moore, a married man

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

MIN#: 100867100000532869

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE: American Mortgage & Equity Consultants, Inc.

SERVICER: Nationstar Mortgage LLC

DATE AND PLACE OF FILING: Filed January 11, 2016, Hennepin County Registrar of Titles, as Document Number T05363656

ASSIGNMENTS OF MORTGAGE: Assigned to: Lakeview Loan Servicing, LLC

LEGAL DESCRIPTION OF PROPERTY: Lot 8, Block 8, "Le Baron's First Addition to Minneapolis"

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

PROPERTY IDENTIFICATION NUMBER: 12-118-21-22-0173 COT# 1472818

COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin

THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$123,410.66

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

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

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

PLACE OF SALE: Sheriff's Main Office, Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415

to pay the mortgage and taxes, the costs and disbursements, including attorneys fees allowed by law, subject to redemption within 6 months from the date of said sale by the mortgagor(s) the personal representatives or assigns.

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

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

216 General Announcements

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

324 Collectibles

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

404 Dogs

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

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

English Springer spaniel puppies AKC registered Springer spaniel puppies. Ready on August 15 for pictures and information text or call 607-273-4764. \$1,200.00 507-273-4764

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

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

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

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

Roommates Wanted
All rental advertising in the Star Tribune is subject to the laws which make it illegal to advertise "any preference, limitation or discrimination based on race, color, national origin, ancestry, religion, creed, sex, marital status, sexual orientation, handicap, disability, familial status or status regarding public assistance or an intention to make any such preference, limitation or discrimination". The Star Tribune will not knowingly accept any advertisements which are in violation of the law. All dwellings advertised in the Star Tribune publications are available on an equal opportunity basis.

Resources:
Mpls. Civil Rights 612-673-3012
MN Human Rights 651-296-5663
Rental Home Line 612-728-5767
HUD 1-800-669-9777

633 APTS & CONDOS

UNFURN. NW, SW & WEST SUBURBS

Golden Valley/New Hope 2701 Xylon Ave - Sunset Apts. Huge new remod 2BR! Scrn porch, new carpet, walk-in closets, sec sys, new D/W, central AC, on bus. Free gar. Heat & Hot Water. Was \$995, now \$1650! Avail now. 612-670-1104

687 Roommates Wanted

Roommate wanted Upstairs 2BR, full bath, lg walkthrough closet, split utilities, \$1,300.00, Quiet safe neighbor hood. 763-260-3111 please text

Mortgage Foreclosures

PRODUCTION, AND ARE ABANDONED.

Dated: January 16, 2025 Lakeview Loan Servicing, LLC Assignee of Mortgage

LOGS Legal Group LLP Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: March 4, 2025 Lakeview Loan Servicing, LLC Assignee of Mortgage

LOGS Legal Group LLP Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: February 28, 2025 NewRez LLC d/b/a Shellpoint Mortgage Servicing

Assignee of Mortgage LOGS Legal Group LLP

Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: February 28, 2025 NewRez LLC d/b/a Shellpoint Mortgage Servicing

Assignee of Mortgage LOGS Legal Group LLP

Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

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Mortgage Foreclosures

LOGS Legal Group LLP Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

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Dated: June 25, 2025 Lakeview Loan Servicing, LLC

Assignee of Mortgage LOGS Legal Group LLP

Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

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Dated: June 25, 2025 Lakeview Loan Servicing, LLC

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Mortgage Foreclosures

Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55121 (952) 831-4060

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: May 23, 2025 NewRez LLC d/b/a Shellpoint Mortgage Servicing

Assignee of Mortgage LOGS Legal Group LLP

Tracy J. Halliday - 034610X LOGS Legal Group LLP

1715 Yankee Doodle Road, Suite 210 Eagan, MN 55

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



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

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

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

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

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

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 07/30/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	521276
StarTribune 08/06/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	521276

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

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

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 08/07/2025

Diane E. Rak Kleszyk



Notary Public

Invitation for Bid AEPA #026-A FURNITURE SOLUTIONS

BID SECURITY REQUIRED: NONE

Part A – Instructions and Specifications

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until: **September 16, 2025, at 1:30 p.m. ET**

Each package consists of multiple parts:

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

All offers must be submitted online via the Bonfire eProcurement website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Bonfire, <https://aepacoop.bonfirehub.com/>. Bonfire has recently changed its name to EUNA Procurement. Therefore, the names Bonfire and EUNA Procurement are interchangeable in this solicitation.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 31 states including Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found below.

Solicitations will be opened online on September 16, 2025, at 2:00 p.m. ET. at EducationPlus, 1460 Craig Road, St. Louis, MO 63146.

The online opening link is below:

<https://us06web.zoom.us/j/85896115580?pwd=DOTCZooyJWXAubz66IBckFnr8Oxp4.1>

Meeting ID 858 9611 5580

Bid & Contract Timeline:

July 31, 2025	Release of IFBs/RFP via Bonfire
August 18, 2025	Voluntary Pre-Bid Conference Call
August 29, 2025	Deadline for questions from Respondents
September 16, 2025	Deadline for Submittals and Reading via Bonfire
September 17, 2025	Opening Record posted on the AEPA website, www.aepacoop.org
December 1-3, 2025	AEPA Approval of Offers
After December 3, 2025	Director of Solicitations submits contracts to AEPA Member Agencies to be forwarded to Vendor Partners for signature.
	Initial contract term–See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

I. General Solicitation Procedures

A. Issuing Agency

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

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

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

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

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

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

B. Questions

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

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

Questions regarding accessing this solicitation through Bonfire can be directed to the Director of Solicitations at bid-committee@aepacoop.org.

C. Respondent Qualifications

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

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited, or at least one Region for solicitations involving a Regional component. The Respondents are required to communicate and demonstrate within their response they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining, and/or supporting the product lines of products, equipment, services, or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

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

If a security bond is required, a hard copy of the bid security must be in the possession of AEPA on or before, the exact due date and time. Original copies of the security must be submitted to AEPA c/o EducationPlus, ATTN: Purchasing Dept, 1460 Craig Road, St. Louis, MO 63146 in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Bonfire. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit. If the designated location for receiving the bid security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open.

An acceptable bid/proposal security will have the principal being the Respondent and the Association of Educational Purchasing Agencies listed as the Agency of Record. The Security may be a one-time bond underwritten by a surety company licensed to issue bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The security bond must remain in force for one hundred twenty (120) days of the solicitation opening.

E. Solicitation Submittal

1. Preparation of the Response

- a. The solicitation is published in multiple parts.
 - i. Part A contains the solicitation instructions, and the technical specifications.
 - ii. Part B is the general terms and conditions for all AEPA agencies.
 - iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
 - iv. Part D is a required Questionnaire found and completed in Bonfire.
 - v. Parts E and F are to be filled out in their entirety and submitted online via Bonfire in their required formats with the Respondent's offer. Some categories may request additional forms. All forms must be uploaded before the published solicitation due date and time of opening.
- b. All responses must be on the forms provided by AEPA for each solicitation found in Bonfire unless otherwise noted. Respondents will submit all documents, in their required formats, online via Bonfire by the due date and time of the solicitation.
- c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents may result in the offer being deemed non-responsive.
- d. In case of an error in extension of prices in the solicitation, unit prices must govern.
- e. Periods of time stated as a number of days must be in calendar days, not business days.
- f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.

- g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered as an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.
2. **Document Development:** Forms for this solicitation are published in Bonfire, in Excel, and PDF formats. Some forms (questionnaire) may be completed directly in Bonfire. Respondents must scan and upload all documents to Bonfire following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
 - a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
 - b. **Part D – Questionnaire:** Complete directly in Bonfire. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company.
 - c. **Part E – Signature Forms:** Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
 - d. **Part F – Discount & Pricing Workbook:** Complete the Excel workbook provided. Be sure to complete the **REQUIRED** tabs as outlined in Part F.
 - e. **Price Lists and/or Catalogs:** For catalog bids, Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format. Links to online pricing are acceptable as long as pricing is included, not just descriptions of product.
3. **Solicitation Transmittal**
 - a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Bonfire, on or prior to the exact published due date and time.
 - b. Submitted responses will be opened, and the Opening Record will be posted on the AEPA website.
- F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies, and procedures; AEPA Member Agencies' policies and procedures.

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

1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers must be responsive and

approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:

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

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

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

4. Cost Evaluation:

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

G. Contract Award and Implementation

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

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

Once approved by the AEPA Board, each Member Agency will be provided with a copy of Part E Signature Forms (contract) to complete and send to the Vendor Partner. Each

AEPA Member Agency will review, evaluate, and determine which Vendor Partner, if any, it will award contracts to.

If necessary, the approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if allowed by state laws, prior to the Member Agency submitting the contract to the Vendor Partner, to work out state-specific details of contract implementation including:

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

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

II. Responsibilities of a Vendor Partner

A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.
2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. Quarterly, complete the sales and administrative fee report (see PDF example included along with other solicitation documents in Bonfire) and submit them to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. Report sales and administrative fees to AEPA, by participating state, if requested by AEPA.
7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April or May and the Winter Meeting which is typically the week after Thanksgiving. At the Annual Meeting, Vendor Partners participate in engagement activities with AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.

9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

III. Responsibilities of AEPA Member Agencies

- A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
 1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
 3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
 4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
 5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
 6. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.
 7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Vendor Partners.

IV. Category Specifications

1. Scope of Bid

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 31) in the category of Furniture Solutions.

- a. Respond to requests from a number of different types of educational, governmental and public institutions seeking a broad-line of furniture solutions.
- b. These parts and supplies will include but are not limited to:
 - i. Ancillary Furniture: A comprehensive catalog selection for an agency's less-formal settings (lounges, in-between spaces, etc.).
 - ii. Soft Seating: A comprehensive catalog selection for areas including, but not limited to, lounges, flexible learning spaces, reception.
 - iii. Classroom: A comprehensive catalog selection including, but not limited to, case goods, desks, tables, seating/chairs (stacking, multiple and single use, flexible), accessories, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces.
 - i. Early Childhood/Pre-K: A comprehensive catalog selection including, but not limited to, case goods, desks, seating/chairs (stacking, multiple and single use, flexible).

- ii. Special Furniture: A comprehensive catalog selection including but not limited to: Cafeteria; Science Laboratory; Art; Career and Technical Education; Music Furniture and Storage.
- iv. Office: A comprehensive catalog selection including, but not limited to, case goods; modular and demountable walls; cubicles; collaboration; desks; seating/chairs (stacking, multiple and single use, flexible); workstations.
- v. Storage: A comprehensive catalog selection including, but not limited to, cabinets (stationary and mobile), filing systems (high-density, lateral, vertical), bookcases.
- vi. Patio or outdoor
- vii. Library/Media Center: A comprehensive catalog selection.
- c. Types of services may include, but are not limited to, design and layout services, fabric and color design services, installation, and any other related products and services or solutions.

All products offered must be considered new, unused, of the latest design and technology and from the most current and popular product lines available. A company must be an authorized dealer for the manufacturer(s).

AEPA and Member Agencies prefer a single vendor with a comprehensive array of products. However, because of the unique nature of Furniture Solution products, Member Agencies may consider multiple awards, if the lowest, best-value bids come from Bidders whose business concentrates on a subset of furniture industry, such as:

- a. Manufacturers
- b. Dealers representing multiple manufacturers
- c. Broadline catalog providers
- d. Specialized lines

2. Type of Bid

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

This bid is considered a:

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

3. Anticipated AEPA Member Agency Participation

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

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

4. Anticipated Volume

Furniture is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately ten million dollars (\$10,000,000) in sales in the first contract term. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Bidders in preparing responses only. It is not to be considered a guarantee of volume. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

5. Voluntary Pre-Bid Conference Call

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

Voluntary Pre-Solicitation Conference Call Schedule (All Categories)

August 18, 2025

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

Conference Call Number/Online Connection:

<https://us06web.zoom.us/j/81233120395?pwd=WBuVwDgqWERkUvacCaffaq9qP0s9aj.1>

Meeting ID: 812 3312 0395

Passcode: 585895

Dial In Information: +1 564 217 2000 US

Meeting ID: 812 3312 0395

Passcode: 585895

6. General Specifications

Item	Description
6.1.1	The Vendor Partner will have access to a full inventory of the awarded product line.
6.1.2	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level. Exceptions will be approved with notification of supply disruptions.
6.1.3	Vendor Partners must be a manufacturer's authorized sales and service dealer for all proposed products. 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.
6.1.4	All charges and components necessary for the performance of the contract shall be clearly identified even if such are not specifically addressed in any paragraph or sub-paragraph or form that is a part of this request.
6.1.5	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. A request form will be available for adding additional independent agents/distributors, subcontractors and/or third-party agents after the solicitation due date, and throughout the term of the contract. The Vendor Partner will submit the completed form to the Category Chair for consideration and determination.
6.1.6	Optional services must be identified separately and must include clear descriptions of proposed services.
6.1.7	Vendor partners will be required to provide their complete product offerings in an electronic catalog upon request.
6.1.8	Packing slips shall accompany all deliveries and shall contain Buyer's purchase order number, vendor name and name of article. Cartons shall be identified by purchase order number and vendor name.
6.1.9	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.
6.1.10	Orders not filled and partials shall be indicated on the packing list. Vendor Partner shall inform member of anticipated availability date for unfilled and partial orders.
6.1.11	Products that have a money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
6.1.12	Vendor Partner has the option to offer private label products. Vendor Partner shall maintain the same manufacturer specifications for private label products throughout the term of contract. Any change of manufacturers for a private label shall result in offerings equal to or superior to the originally approved manufacturer at a price equal to or lower than the original offering.
6.1.13	If the Vendor Partner makes an error in pricing (typographical or photographic error, for example), the Buyer reserves the right to return the product. The Vendor Partner agrees to pay for the cost of any returned product due to a pricing error.
6.1.14	Vendor Partner shall provide a Safety Data Sheet (SDS) for all items sold, if required. A separate sheet shall be provided for each individual item when purchase is made.

7. Product | Category Specific Specifications

Item	Description
7.1.1	Products shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety including warning labels, safety devices, guards, etc., required to meet fire codes and safety standards recognized and established by state agencies, federal agencies, industry, councils or organizations.
7.1.2	All products, supplies, parts, and related accessories must be new, and not have been previously used, and must be current and actively marketed products by the manufacturer's authorized dealers. The above must conform to manufacturer specifications and shall be of new manufacture and in current standard production.
7.1.3	Offer a selection of standard products with a variety of options of finishes and materials and an extensive line of accessories and options to enhance the products and services offered.
7.1.4	Provide product specification sheets and installation directions with all products, supplies and related accessories.
7.1.5	Notify AEPA and its participating agencies immediately of any equipment or product recalls. The vendor will issue a credit or comparable substitute for any delivered, recalled product at the participating agencies' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the vendor
7.1.6	All deliveries must occur during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Respondent.
7.1.7	Respondents will be expected to process and ship orders to various destinations. Each order shall be delivered based upon the needs of the participating agency. Delivery shall be made in accordance with the instructions from each participating agency.
7.1.8	Participating agencies shall be relieved from risks or loss or damage to all equipment purchased or leased during shipment prior to equipment receipt and/or installation at the agencies' designated location. Participating agencies will be responsible for risks of loss or damage to the equipment once it has been delivered/installed and accepted by the agencies' representative. Respondents shall demonstrate they have informed the customers of this responsibility prior to order placement. The Respondent will pay return shipping and give full credit on any defective product within 30 business days. All products must be 100% guaranteed.
7.1.9	Invoice all items directly to participating agencies.
7.1.10	Respondent must be able to provide, upon request, detailed and specific information regarding product specifications including at minimum: <div style="margin-left: 40px;">Product Material: Description of the materials that make up the legs, support brackets, bins, seat, ergonomic details, grommets, drawers, mechanisms, casters, fabric, and any other facet of the product's general composition.</div> <div style="margin-left: 40px;">Product Measurables: Description of the furniture's: height, weight, adjustable height, surface areas, shipping size, and packaged weight.</div> <div style="margin-left: 40px;">Product Options: Please indicate all of the options that are available for each product category in your catalog such as: type of surface, finish, size, seat count, additional features, or varied materials within the same product line.</div>

8. Design Layout and/or Installation Services (Response is OPTIONAL)

Item	Description
8.1.1	Pricing for design layout and/or installation is either by hourly rate or percentage of project cost. The Respondent must outline the option that applies to their response in Part F – Discount & Pricing. If the Respondent charges for installation by a method other than hourly or percentage, a complete explanation and breakdown of how charges are calculated must be included with the proposal.
8.1.2	Possession of and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance, design, delivery and installation of any and all products and services in response to this solicitation. A Respondent must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.

8.1.3	Possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased and installed. Products shall be installed by certified manufacturer installers.
8.1.4	Installation times must be coordinated with the purchasing agency. All areas will be kept clean and free of debris. All packing materials and debris must be removed from the premises and properly disposed of at vendor's expense. The Respondent shall also be responsible for the cost of repairing any damage to existing work that is caused by them during the installation of their equipment. The Respondent must provide the purchasing agency with a list of participating agency required responsibilities for installation, prior to the start of installation.
8.1.5	All personnel that are working in participating agencies must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
8.1.6	Use of Subcontractors. a. The Respondent is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract. b. A participating agency reserves the right to require that a subcontractor be removed from the contract. Any damage done to the purchasing agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the purchasing agency.
8.1.7	All services must be 100% guaranteed. Any service provided, which does not meet the end users' expectations must either be redone until the end users' expectations are met, or the charges for the services are refunded to the end user.
8.1.8	Installed furniture shall be placed, leveled and accurately fastened into place according to manufacturer's specifications. Vendors are responsible for obtaining dimensions via field measurements and other such data that may be required to assure exact fit.

9. Shipping and Freight

Item	Description
9.1.1	All deliveries shall be F.O.B. Destination, freight prepaid and allowed
9.1.2	Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency.
9.1.3	Responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the purchasing agency except as to latent defects, fraud, and Contractor's warranty obligations.
9.1.4	All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents.

10. Pricing

AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Bidder must provide their pricing as requested utilizing the various pricing methodologies specified. The Bidder/Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. Please note the following that relate to pricing:


1. **Primary Pricing Strategies:** All Bidders will be required to submit "Primary Pricing" in the form of either "Catalog Pricing" or "Line-Item Pricing." Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List" and "Volume Discounts".
 - a. **Catalog Pricing:** Catalog pricing is utilized when the products and/or services solicited are clearly identified with set and specific characteristics, attributes and configurations that are identifiable as a stand-alone single unit and can be listed and priced as a single unit with options that can be added to enhance and/or improve its operation and functionality. The Bidder offers a fixed discount(s) off retail price, catalog price, published

price or list price. The discounts may be for the entire commercially available catalog, for specific products, product lines, manufacturers or category of products as determined by the Bidder.

- i. **Discounts:** Discount offers must clearly identify percent of discount to apply to a commercially available catalog, manufacturer, MSRP, retail or nationally published price lists. Bidders shall identify and stipulate if the discounts apply to the entire catalog/price list, specific product lines, manufacturers and/or categories of products. Bidder shall agree that there will be no reduction in discount(s) during the term of the contract. Discounts should be identified as a single minimum discount percentage for each line; ranges of discounts, or discount averages, will not be allowed on a single line.
- ii. **New Catalogs/Price Changes:** New catalogs and corresponding nationally published price lists may be submitted throughout the term of the contract and shall be submitted to the AEPA Category Committee for review prior to release to all AEPA Member Agencies. Prices may change based on manufacturer's price changes, new published pricing or price lists, but the original discount bid shall remain firm for the duration of the contract.
- iii. **Core List:** In a Catalog Priced bid, a category (e.g.-office supplies) may include a "core list" which contains a selection of the most commonly used products/services with the expectation that a deeper discount would be bid for these items. If a new catalog and price list are published during the contract term, the original discounts shall be applied to the new published prices to establish the AEPA price for these core items.
- iv. **Product Addition/Discontinuation:** New products, within the same scope of work, may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. In the event a Core item is discontinued by the manufacturer during the term of the contract, Vendor Partner is required to add a functionally equivalent substitute at the same discount structure.

New products or manufacturers added after the award may only be included if they fall within an established percentage discount category of the original bid submission. Alternatively, for new products or manufacturers not included in the original bid submission, the bidder must stipulate a minimum catalog discount on Tab F.2 of the Part F Pricing Workbook, that would apply to new products or manufacturers. Bidder may stipulate discounts off specific brands or lines of goods, or state a minimum discount that would apply universally to any additions made after the original bid submission (see Sample below). Products that do not align with either of these existing discount structures cannot be added.

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 Association of Educational <small>PURCHASING AGENCIES</small>	Part F.2 – Pricing Schedule AEPA #026-A Furniture Solutions																																											
	Part F.2 is REQUIRED.																																											
Bidding Company Name:		Widget Furniture Sales Company																																										
Instructions. For EACH manufacturer and/or CATALOG you're proposing, provide information in the table below. Additional tables may be added to this worksheet OR copied to a new worksheet within the workbook. New worksheets <u>must be</u> labeled according to the manufacturer name (example: 5.1 - Manufacturer Name). Also see pricing section of Part A.																																												
<table border="1"> <tr> <td rowspan="8"> Manufacturer or Catalog: </td> <td colspan="3"> Any new products or manufacturer added after initial bid. </td> </tr> <tr> <td>Tier</td> <td>List Price of Order</td> <td>Discount</td> </tr> <tr> <td>1</td> <td>Any</td> <td>5%</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td colspan="4"> Minimum Order - If any, provide details </td> </tr> <tr> <td colspan="4"> Price List Date September 15, 20XX </td> </tr> <tr> <td colspan="4"> Comments/Notes This is a minimum discount. Actual discounts at the time products or manufacturers are added may </td> </tr> <tr> <td colspan="4"> <i>*Discount <u>does not</u> include delivery and installation. Delivery and installation to be quoted separately and added to invoice.</i> </td> </tr> </table>				Manufacturer or Catalog:	Any new products or manufacturer added after initial bid.			Tier	List Price of Order	Discount	1	Any	5%	2			3			4			5			6			Minimum Order - If any, provide details				Price List Date September 15, 20XX				Comments/Notes This is a minimum discount. Actual discounts at the time products or manufacturers are added may				<i>*Discount <u>does not</u> include delivery and installation. Delivery and installation to be quoted separately and added to invoice.</i>			
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2. **Secondary Pricing Methods (Catalog Bids only--**Bidders are required to offer Customized Price Lists (Catalog Bids ONLY) and encouraged to offer Hot Lists and Volume Discounts as follows:
 - a. **Customized Price List:** Bidders are required to offer customized price lists to Participating Entities for items within the Bidder's Commercially Available Catalog for Catalog Bids ONLY (not pertinent to Line-Item Bids). Customized price lists shall be allowed under the following conditions:
 - i. Items within the Vendor Partner's Commercially Available Catalog may be included on the customized price list providing they are not already on the Core Item list.
 - ii. Items are to be determined by the Participating Entity; Vendor Partner may object to up to ten (10) of the suggested items proposed by the customer and must offer substitutes until an agreement of the customized list is reached.
 - iii. Items on the customized price list shall be sold with an additional discount (deeper than what was originally bid on the non-core or catalog discount)
 - iv. Items may not include special order or customized service products unless agreed to by the Vendor Partner.
 - b. **Hot List Pricing:** Bidders are invited, at their option, to offer a selection of products/services, defined as a Hot List, at greater discounts than those listed in the standard catalog or core list discounts. Special, time-limited reductions are permissible under the following conditions: The price reduction is available to all AEPA Member Agencies equally. The price reduction is for a specific time period, no less than thirty (30) days. May be used to discount and liquidate close-out and discontinued products/services as long as those items are clearly labeled as such. The original price for products/services may not be exceeded after the time limit. The AEPA Category Committee and all AEPA Member Agencies shall be notified of any special or time limited price reduction. New prices must be on record fifteen (15) days prior to any offer of the new prices being proposed or offered to AEPA Member Agencies and Participating Entities. Pricing for all Hot List items must be updated on the Vendor

Partner's online catalog and submitted to all AEPA Member Agencies in an electronic format that can be posted to websites, emailed and shared with Participating Entities/Buyers.

- c. **Volume Price Discounts:** Bidders are encouraged to offer additional pricing discounts that may be offered for a group of agencies in a local geographic area that desire to combine requirements (one time purchase, or annual spend), e.g.-. local city, county, school district(s), etc. and/or for large one- t i m e purchases. Additional volume price discounts are permissible under the following conditions: Discounts should be tiered and based on spend ranges as established by the Bidder on the Pricing Forms. Volume determination shall be determined between the Vendor Partner and the individual Buyers on a case-by-case basis. All additional discounts are to be offered equally to all AEPA Member Agencies and Participating Entities and be based on the Volume Price Discounts originally bid providing the same or similar volume commitment, specific needs, terms and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor Partner.

11. Part F - Pricing Workbook

- a. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 – Manufacturer List (Required)
 - ii. F.2 - Pricing Schedule (Required) For EACH manufacturer and/or CATALOG you're proposing, provide information as requested. A current price list must be submitted as a PDF or link to an online source.
 - iii. F.3 – Services Price Schedule (Optional)
 - iv. F.4 – Volume Discounts (Optional)
- c. Bid pricing will be evaluated on a combination of items from the Pricing Schedule and Market Baskets for Evaluation. Market Basket information will be entered into Bonfire via the browser. This information is Required. See Submission Instructions for Suppliers for more details.
- d. Pricing evaluation may include considerations, other than product cost, including the total cost of the acquisition and whether the Proposer's offering represents the best value. See Evaluation, Approval and Award in Part B – AEPA General Terms and Conditions for additional information.
- e. Bidders are instructed to include warranty information and incidental charges and fees on Table F.3 of the Part F Pricing Workbook or on additional sheets in the Excel pricing document. Bidders may not charge incidental charges or fees unless such incidental charges and fees are included in the bid. Responses such as “negotiable” or “to be determined” are not acceptable and will be treated as if Bidder did not include such incidental charges or fees in their bid.

8. Evaluation

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

As a part of the process of determining responsible respondents, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

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

Below is a summary taken from the Evaluation section in Part A, F. Bid Evaluation, Approval and Award:

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

END OF AEPA IFB #026-A PART A INSTRUCTIONS & SPECIFICATIONS

PART B - AEPA General Terms and Conditions

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I. About AEPA

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

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

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

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

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

AEPA Member Agency Information

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

II. General Terms and Conditions for All Agencies

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

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

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

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

AEPA Member Agency: Refers to the entities identified in the table in Part I of this document who are approved as AEPA members. Member Agencies participating in a particular category are listed in Part A – IV. Specifications, Item 2: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in a solicitation once the responses are reviewed and approved.

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

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

Appeal:

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

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

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

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

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

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

Bidder/Respondent/Offeror/Vendor Partner Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Delivery Terms, Conditions, and Requirements

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

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

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

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

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

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

Euna Procurement eProcurement Platform, AKA Bonfire

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Special Ordering Process:**

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

3. **Electronic Ordering**

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

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

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

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

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

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

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

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

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

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

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

Pricing: AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid or proposal prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states and that any differences in pricing are due to state-specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified in Part A. **The Respondent/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relates to pricing:

1. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a "not to exceed" project quote to the purchasing Agency for work approval.

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

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

Products and Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part E – Signature Forms

AEPA 026-A

Furniture Solutions

Instructions

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

To submit the required signed forms, follow these steps:

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

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

Uniform Guidance "EDGAR" Certification Form – *signature required

Solicitation Affidavit – *signature required

Acceptance of Solicitation & Contract – *signature required

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

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

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

4. Contract Work Hours and Safety Standards Act

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

5. Right to Inventions Made Under a Contract or Agreement

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

6. Clean Air Act and Federal Water Pollution Control Act

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

7. Debarment and Suspension

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

8. Byrd Anti-Lobbying Amendment

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

9. Procurement of Recovered Materials

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

10. Profit as a Separate Element of Price

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

11. General Compliance with Participating Agencies

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

12. Governing Law; Forum Selection.

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

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

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

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

Name of Business

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

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

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

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date

Solicitation Affidavit-Page 1 of 2

STATE OF _____

COUNTY OF _____

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

Notary Public

My Commission expires: _____

Notary ID: _____

Solicitation Affidavit-Page 2 of 2



Association of Educational Professional Administrators

Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

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

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	_____
Authorized Representative	_____
Authorized Signature	_____

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



Part F.3 – Services Price Schedule

AEPA #026-A Furniture Solutions

Bidding Company Name: *Enter company name here*

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.3 is an OPTIONAL FORM

Design Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Installation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Training Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Warranty	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Additional	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Incident Charges and Fees						

*Please detail additional discounts on large projects.

Exceptions & Deviations

AEPA 026-A

Furniture Solutions

Instructions

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

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

Company Information

Name of Company:

Company Address:

City, State, zip code:

Title:

Phone:

Email:

Exceptions & Deviations

Instructions:

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

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

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



Submission Instructions for Suppliers

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

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

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Bid Bond (Bid Bond Security Document)	File Type: PDF (.pdf)	1	If Required, as indicated at the top of Part A	The original bid security must be received by EducationPlus by the due date and time. See Part A.
New Jersey State Specific Documents	File Type: PDF (.pdf)	Multiple	Optional	
Exceptions & Deviations	File Type: PDF (.pdf)	1	Required	



AEPA Part D Questionnaire	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire/Euna Procurement portal.
Part E Signature Forms	File Type: PDF (.pdf)	1	Required	
Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required	
Bid Table- Market Baskets for Evaluation	Data Type: Complete online in the browser.	NA	Required	You will need to complete the Bid Table online in the browser. Bid Tables may take a significant amount of time to prepare. Discount percentages in the Bid Table- Market Basket must be entered as a decimal (e.g.- 15% is entered as .15).



Exhibit A - Marketing Plan	File Type: PDF (.pdf)	1	Required	
Service Coverage Maps/Options for Participating Members (if applicable)	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional	
I acknowledge that I have downloaded all supporting documentation #1-4, along with my corresponding category documentation.	Data Type: Yes/No	N/A	Required	
I acknowledge that all products and services submitted with this response conform to the specifications outlined in Part A - Specifications	Data Type: Yes/No	N/A	Required	



Supporting Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional	
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Commodity Codes-Furniture Solutions

Commodity Set	Commodity Code	Title
NIGP	93636	Furniture, School, Including Student Lockers, Maintenance and Repair, Including Refinishing and Reupholster
NIGP	93145	Furniture Installation and Reconfiguration Services, Including Systems Furniture
NIGP	42564	Recycled Office Furniture: Bookshelves, Chairs, Credenzas, Computer Furniture, Desks, Tables, Hutches, Workstations
NIGP	42558	Plastic, Polypropylene, Fiberglass Office Furniture: Chairs, Desks, Tables, etc.
NIGP	42548	Furniture, Office, Custom Made
NIGP	42088	Schoolroom Furniture, Wood: Cabinets, Chairs, Desks, etc.
NIGP	42086	Schoolroom Furniture; Plastic, Polypropylene, Fiberglass Type: Cabinets, Chairs, Desks, etc., Including Stacking Types
NIGP	42084	Schoolroom Furniture, Metal: Cabinets, Chairs, Desks, etc.
NIGP	42081	Recycled Furniture: Cafeteria, Chapel, Dormitory, Household, Library, Lounge and School, All Types
NIGP	42065	Lounge Furniture, Outdoor, Wood, Including Outdoor Household Swings
NIGP	42064	Lounge Furniture, Indoor, Wood
NIGP	42063	Lounge Furniture, Outdoor: Fiberglass, Plastic, Aluminum, etc., Including Stacking Types



Commodity Set	Commodity Code	Title
NIGP	42062	Lounge Furniture, Indoor: Fiberglass, Plastic, etc., Including Stacking Types
NIGP	42061	Lounge Furniture, Steel, Outdoor
NIGP	42060	Lounge Furniture, Steel, Indoor
NIGP	42059	Lounge Furniture, Upholstered
NIGP	42056	Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb-Side Book Returns, Dictionary Stands, Step Stools, Tables, etc.
NIGP	42044	Institutional Furniture, All Types
NIGP	42030	Furniture, General, Custom Made
NIGP	42015	Courtroom Furniture: Chairs, Tables, etc.
NIGP	42013	Children's Furniture, Including Stackable Types, (See 41054 for Hospital Types)
NIGP	42009	Cafeteria Furniture, Booths
NIGP	42008	Cafeteria Furniture: Chairs and Tables, Including Stacking Types
NIGP	42004	Auditorium, Stadium, Team Seating Furniture and Bleachers
NIGP	42003	Arts and Crafts Furniture, Tables, etc.
NIGP	41066	Recovery and Treatment Room Furniture: Reclining Chairs, etc.



Requested Documents:

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

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

Requested Data:

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

Requested Questionnaires:

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

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

Requested Bid Table-Market Baskets:

Bidders are required to submit a Bid Table-Market Baskets for evaluative purposes. There are two Market Baskets within the Bid Table—one for Office Furniture and one for Classroom Furniture. Vendors wanting to supply Office Furniture should complete the Office Furniture Market Basket and vendors wanting to supply Classroom Furniture should complete the Classroom Furniture Market Basket. Vendors may choose to complete either or both Market Baskets.

Important notes on completing the Bid Table-Market Baskets:

- Discount percentages in the Bid Table-Market Basket must be entered as a decimal (e.g.- 15% is entered as .15).
- Any line item you are not completing a bid for will need to be marked "No Bid."

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



2. Upload your submission at:

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

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

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

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

Important Notes Regarding Submission:

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

Need Help?

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



026 Public File – Solicitation Event Information

Solicitation Release Date	Bonfire	Posting date for the Opportunity	July 31, 2025 1:00 PM Eastern
Voluntary Pre-Bid Conference Call- All Categories	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBuVwDgqWERkUvVWZlZDZkdz09aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 11:00 AM Eastern
Voluntary Pre-Bid Conference Call- Furniture	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBuVwDgqWERkUvVWZlZDZkdz09aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 12:30 PM Eastern
Voluntary Pre-Bid Conference Call- Health & Wellness	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBuVwDgqWERkUvVWZlZDZkdz09aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 1:00 PM Eastern

Voluntary Pre-Bid Conference Call- LED Lighting	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 1:30 PM Eastern
Voluntary Pre-Bid Conference Call- Technology Catalog	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 2:00 PM Eastern
Voluntary Pre-Bid Conference Call- Student Transportation Vehicles	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 2:30 PM Eastern
Voluntary Pre-Bid Conference Call- Emergency Response Supplies & Equipment	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 3:00 PM Eastern
Voluntary Pre-Bid Conference Call- HVAC Equipment & Installation	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 3:30 PM Eastern

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

AEPA 026-A Furniture Solutions

Questions Submitted Through Bonfire & Answers Provided by AEPA

Public Q&A

Q#	Question	Answer
1	Can this contract be used by the City of St. Louis?	Yes, the City of St. Louis would be eligible to participate in contract(s) that result from this solicitation. The Missouri AEPA affiliate is EducationPlus, who would hold the contract(s).
2	What address should be listed for AEPA on COI's? And should a COI be submitted for each agencies with this bid?	The COI should list the vendor as the insured so AEPA's address is not needed for this purpose.
3	Do we have to bid every single item on the Market Basket? Or can we bid some and add N/A to the ones we do not want to bid?	Bidders are required to submit a Bid Table-Market Baskets for evaluative purposes. There are two Market Baskets within the Bid Table—one for Office Furniture and one for Classroom Furniture. Vendors wanting to supply Office Furniture should complete the Office Furniture Market Basket and vendors wanting to supply Classroom Furniture should complete the Classroom Furniture Market Basket. Vendors may choose to complete either or both Market Baskets. All items in the Market Basket a vendor chooses to complete must contain a bid. Alternatives per line are allowed. If not completing one of the Market Baskets those items would each need to be marked as No Bid.

4	Part A, Page 5, #3: It says "Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format." Our organization's catalog is online, we do not have a physical catalog. On the Excel Form for Part F, in F.2 Price Schedule, we are going to list all of the items in our catalog that we are offering for this category with all the information requested in F.2. In addition to doing this, would we also be required to convert the information we are providing in F2 into a PDF file per Part A, Page 5, #3?	Converting the information in the Part F Discount & Pricing Workbook to a PDF would not meet the requirement listed in Part A, Page 5, #3. The purpose of this requirement is to provide AEPA with a point of comparison of list pricing with what is submitted in the response. Part A, Page 5, #3 goes on to say, after the verbiage quoted in this question, "Links to online pricing are acceptable as long as pricing is included, not just descriptions of products," which is an option for vendors that would meet the requirement. The links to online pricing can be listed in the "Comments" section of the Discount Pricing Workbook.
5	In Part A, Page 11, New Jersey is listed as not being a participant. Does that mean that vendors should not complete and submit the New Jersey State Specific Documents for this bid?	Sometimes states later decide to sign a contract even though they have not indicated initial interest, so it could be in the best interest of the vendor to complete and submit the New Jersey Required Forms. However, completing and submitting the New Jersey Required Forms is not a requirement.
6	Are electronic signatures acceptable?	Yes.
7	Are specification sheets needed for the market basket items?	No, specification sheets are not needed for the market basket items.
8	My dealership is located in Georgia and conducts business with several Southeastern states, however, I cannot cover all 31 states. Will this limit an award with this bid?	The successful vendor will be able to sell in all participating AEPA states (see Part A Section IV.3). Part A, in the Notice to Respondents states "Note that Respondents must be able to provide their proposed products and services in up to 31 states including (31 AEPA states are then named) and Part A Section IV.1. states "Scope of Bid. AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 31) in the category of Furniture Solutions."

10	Will there be one place to send our administrative fee? Or will it be required to send each coop their fee individually? We can service all 31 states, but we would need to figure out the logistics of setting up this contract and distributing the administrative fee appropriately.	Fees must be remitted to each participating Member State quarterly. A report outlining the sales for the quarter must also be sent to each participating Member State quarterly. Please see Part A, Section II. titled Responsibilities of a Vendor Partner. Item A.5, page 8, applies to your question. Also see the Public File titled AEPA Vendor Quarterly Report Template.
11	Are freight and install to be built into the market basket?	No.
12	Can you explain the tiers in the F.2 Pricing Schedule?	It is common for discounts to be greater with larger purchases. The tiers in the F.2 pricing schedule refer to discounts related to various purchase levels, as identified by the vendor.
13	Can freight be factored into our discounts?	No. The Part F Discount Pricing Workbook, Tab F.2 states "Discount does not include delivery and installation. Delivery and installation to be quoted separately and added to invoice."
14	When will this contract start? Will it overlap with the existing contract?	Vendor Recommendations will be voted on at the AEPA meeting December 1-3, 2026. Member States will then be eligible to sign contracts with Vendors. Those contracts will begin March 1, 2026 or a date mutually agreed upon by the Member State and Vendor (up to 15 months initial award). See Part E - Signature Forms, page 8 - Acceptance of Solicitation & Contract. Existing Furniture contracts expire February 28, 2026.
15	It says that vendor must be registered with the State of Arkansas. Currently we are not. Do we need to do this before we actually bid or can we start the process if/when we are awarded?	We assume your question is based on item A.2 Secretary of State Registration of the Southwest Arkansas Education Service Cooperative Terms and Conditions 2025 found in Part C - Member Agency (State) Terms and Conditions, which states "Contractor shall meet and maintain all registrations as necessary to conduct business in the State of Arkansas, including but not limited to registration with the Arkansas Secretary of State." The referenced registration can occur after award.
16	Are six tiers required?	No, the number of tiers listed is determined by the vendor.

17	<p>The submission instructions state - Any line item you are not completing a bid for will need to be marked "No Bid." Does this mean that we can submit a response to a market basket with some line items marked as N/A and still be eligible for award?</p>	<p>Per the document titled AEPA 026 Submission Instructions for Suppliers-Furniture Solutions" Bidders are required to submit a Bid Table-Market Baskets for evaluative purposes. There are two Market Baskets within the Bid Table—one for Office Furniture and one for Classroom Furniture. Vendors wanting to supply Office Furniture should complete the Office Furniture Market Basket and vendors wanting to supply Classroom Furniture should complete the Classroom Furniture Market Basket. Vendors may choose to complete either or both Market Baskets." Whichever Market Basket a vendor chooses to respond to must be complete. Equivalent substitutions are allowed. If a vendor chooses not to complete one of the Market Baskets, each item in that Market Basket must be marked No Bid. Otherwise, the system will not accept the Bid Table.</p>
18	<p>Will you posting a complete listing of all the Q&A's after the 8/29/25 Q&A close date as an addendum to the bid? Word or pdf format would be best. This would be beneficial to responders as it would be much easier to review all Q&A instead of copy and pasting screen shots of each question and answer, separately.</p>	<p>We will publish a Public Notice containing all the Questions and Answers subsequent to the closing period for questions on Friday, August 29, 2025 at 6 pm Eastern. Monday, September 1 is the Labor Day Holiday. The document will be posted no later than the end of the day on September 2, 2025.</p>

19	<p>If a dealer is awarded the AEPA contract, are they required to submit reports and fees to all 31 member states, or can they choose which states to sign agreements with and only submit reports and fees to those states?</p>	<p>The successful vendor will be able to sell in all participating AEPA states (see Part A Section IV.3). Part A, in the Notice to Respondents states "Note that Respondents must be able to provide their proposed products and services in up to 31 states including (31 AEPA states are then named) and Part A Section IV.1. states "Scope of Bid. AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required supplies, materials equipment and labor to all participating member states (up to 31) in the category of Furniture Solutions." The intention is that recommended vendors will sign agreements with each state listed in Part A, IV. 3. that has expressed interest in participating. Reports and fees must be submitted to all participating member states.</p>
20	<p>"As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization." Could you please confirm whether financial statements are required to be submitted with the initial bid response, or if they will only be requested later during the evaluation period?</p>	<p>Financial statements are not required to be submitted with the initial bid response, and will only be requested during the evaluation period if needed. Typically, the information submitted with the response is sufficient for evaluative purposes.</p>
21	<p>This solicitation requests discounts by catalog or manufacturer. For this bid, we would like to propose discounts by furniture product category (e.g., tables, chairs, storage), which will allow us to offer deeper discounts on specific categories. Could you please confirm if this approach will be acceptable under the bid?</p>	<p>Solicitation response structure must remain the same for all vendors to ensure equity in the evaluation process. Therefore, your proposed approach would not be acceptable.</p>

22	I require clarification on the question regarding our annual sales that relates to the scope of work of the solicitation. Is this question asking what percentage of our product line-up will address AEPA's requirements set out in the Market Baskets? If you could provide more details, please advise. Thank you.	This question is not referring to the items in the Market Baskets, which are being used solely as one means of evaluation. The questions in Part D refer to sales volume your company has had, for the time periods and markets indicated, for all furniture sold.
23	In addition to the items in the market basket, will we be able to offer the rest of our catalog of products under this contract?	Yes, you can offer the rest of your catalog of products. The Market Baskets will be used by AEPA for evaluative purposes. All the products you are offering (which should be your full catalog(s), not just the Market Basket items) must be submitted on the Part F Discount Pricing Workbook. The Part F Discount Pricing Workbook is REQUIRED per the Submission Instructions for Suppliers-Furniture Solutions document and must be uploaded to complete your submission. Specifically, reference Part A, sections I.E.1.a.v., I.E.2.d., and IV.11.
24	Are Letters of Authorization required for each of the manufacturers we intend to bid on?	Letters of Authorization are not required. However, as stated in Part A, "A company must be an authorized dealer for the manufacturer(s)."
25	If a vendor already holds an active contract with the cooperative in the same category as this solicitation, how would reporting and administrative fee obligations be applied if the vendor is also awarded under this solicitation? Would the new contract supersede the existing one for reporting purposes, or would both contracts apply (resulting in duplicate reporting/fees)?	The starting date for AEPA contracts awarded by Member States under this solicitation would be subsequent to the ending date of current AEPA contracts in the same category. See Part E Signature Forms-Furniture Solutions, page 8 Acceptance of Solicitation & Contract Award for date parameters of contracts under this solicitation. There would be no overlap of AEPA contracts if a vendor currently holds a contract in this category and is awarded under this solicitation. If the vendor holds a local (non-AEPA) contract with the Member State in this category, the Member State would determine whether a contract awarded under this solicitation would supersede the existing local (non-AEPA) contract and duplicate reporting/fees would apply.

26	<p>Part A of the bid includes a section for design and installation services. While our organization is unable to comply with the specific terms of this section under the current bid structure and intends to “no bid” that portion, we do want to highlight that our organization does in fact provide comprehensive design and installation services through separate arrangements outside of this contract. Would it be acceptable to include a brief statement in our proposal showcasing that these services are available? If so, could you please advise on the most appropriate section of the response to include this information? We believe calling out these additional capabilities would demonstrate our organization’s ability to deliver an even more complete solution to your organization’s needs.</p>	<p>Including Design Layout and/or Installation Services in the vendor's response is Optional (see Part A, Section IV.8.). Any additional information a vendor chooses to add to their response can be included in the Supporting Information section of the response. However, offering these services without including them on Part F Pricing Workbook, tab F.3. may be of no benefit to Member Agencies since these services would not have included bid pricing.</p>
27	<p>Thank you for clarifying regarding overlapping contracts in the same category. Could you also clarify how reporting and administrative fee obligations are applied when a vendor holds an active contract in one category (Category A), but as part of that award has extended additional discounts into another category (Category B) that is now being solicited? If the vendor is later awarded under the Category B solicitation, would sales in that category transition entirely to the new Category B contract, remain under the original Category A contract until expiration, or would both contracts apply in parallel (resulting in duplicate reporting/fees)?</p>	<p>Reporting and administrative fees are tied to a specific AEPA contract number. A vendor submits reports and administrative fees only for the contract under which the product/services were sold. Fees for all contracts can be combined into one payment as long as the total of all reports equals the payment amount.</p>

28	Do forms F.1 and F.2 satisfy the requirements for the "primary pricing" outlined in Section 10.1 for this bid? If no, what form is to be used to meet this requirement?	Yes. Part F Discount Pricing Workbook, tabs F.1 and F.2 satisfy the requirement for primary pricing as outlined in Part A, Section IV.10. Please also note Part A, Section IV.11.ii, which states "F.2 - Pricing Schedule (Required) For EACH manufacturer and/or CATALOG you're proposing, provide information as requested. A current price list must be submitted as a PDF or link to an online source." Also see Question #4 and the answer provided.
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Public Notices

Notice #1

Part A - Specifications, Section IV, item 9.1.1 states "All deliveries shall be F.O.B. Destination, freight prepaid and allowed." Part F - Discount Pricing Workbook F.2 Pricing Schedule states "Discount does not include delivery and installation. Delivery and installation to be quoted separately and added to invoice." Those statements contradict. The latter (Discount does not include delivery and installation. Delivery and installation to be quoted separately and added to invoice) is correct and should be used in all responses.

Notice #2

Links to the vendor call recordings and slide deck are attached.

Notice #3

A question was raised during our call on August 18 regarding the price list. The question entered into the chat was: Can the link to the price list be a link to our website? It is the most up to date source for our pricing.

To clarify, this is addressed in Part A, Section 1.E.2.e., which states, "Price Lists and/or Catalogs: For catalog bids, Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format. Links to online pricing are acceptable as long as pricing is included, not just descriptions of product." To further explain, the link should not be to active website pricing. AEPA needs to have a static price that is being submitted at the time of the bid in order to accurately be able to evaluate responses. Therefore, any link submitted for this purpose should only be to manufacturer pricing that is static.

026A Furniture Solutions Notified Vendors

Vendor Organization	Email	Date Last Recommended
Colourfast Secure Card Technology Inc.	andrew@Colourfast.com	Aug 01, 2025 2:00 AM
LD Supply Company	dmarch@ld-supply.com	Aug 01, 2025 2:00 AM
Stratejm Inc.	john.menezes@stratejm.com	Aug 01, 2025 2:00 AM
Ferguson Waterworks	peter.hutchins@ferguson.com	Aug 01, 2025 2:00 AM
Dynamic Security Concepts Incorporated	kwristbridge@dscinc.net	Aug 01, 2025 2:01 AM
all county captions	lisazenker@allcountycaptions.com	Aug 01, 2025 2:01 AM
Northern Machining & Repair Inc	melisaj@northernmachine.us	Aug 01, 2025 2:01 AM
CaelumOne Solutions Corporation	tim.magill@caelumone.com	Aug 01, 2025 2:01 AM
Fast Enterprises, LLC	harrison@fastenterprises.biz	Aug 01, 2025 2:01 AM
Simple Movement Inc.	matt@simplemovement.ca	Aug 01, 2025 2:01 AM
The Engine Room Consulting Group	milan@theengineroom.ca	Aug 01, 2025 2:01 AM
Leepopo Corporation, Inc	ChrisN@Leepopo.com	Aug 01, 2025 2:01 AM
Library Interiors of Texas	michael@li-tx.com	Aug 01, 2025 2:01 AM
MAXIMUS US Services, Inc.	rfpinfo2@maximus.com	Aug 01, 2025 2:01 AM
Umano Medical	tenders@umanomedical.com	Aug 01, 2025 2:01 AM
Thales Group of Companies	lionel.leblanc@thalesgroup.com	Aug 01, 2025 2:01 AM
thoamson holdings	frank.t@rentnrave.com	Aug 01, 2025 2:01 AM
National Charter Schools Institute	deactivated_usr_9477bc78-cc39-4ca4-8f50-1b8997628a86@gobonfire.com	Aug 01, 2025 2:02 AM
Kirby-Smith Machinery	criddle@kirby-smith.com	Aug 01, 2025 2:02 AM
Bankson Group LTD dba Alamo Tees & Advertising	art@alamotees.com	Aug 01, 2025 2:02 AM
Ferrovial Services	bidding.fsna@ferrovialservices.com	Aug 01, 2025 2:02 AM
BARE Associates International, Inc	jbare@bareinternational.com	Aug 01, 2025 2:02 AM
KURIEO	info@kurieo.com	Aug 01, 2025 2:02 AM
PPLSI	proposals@pplsi.com	Aug 01, 2025 2:02 AM
First General Services	angela.veri@firstgeneral.ca	Aug 01, 2025 2:02 AM
TW Consulting LLC	t.wallace@itracktwc.com	Aug 01, 2025 2:02 AM
PDHI	stephaniek@pdhi.com	Aug 01, 2025 2:02 AM
Really Great Reading Company, LLC	kim.stuckey@reallygreatreading.com	Aug 01, 2025 2:02 AM
JCP Quality Maintenance LLC	jcpquality1@gmail.com	Aug 01, 2025 2:02 AM
Connections Wizards, LLC	aeichwald1@connectionswizards.com	Aug 01, 2025 2:02 AM
OpenGov, Inc.	rfp@opengov.com	Aug 01, 2025 2:02 AM
BDO USA, P.C.	stateandlocal@bdo.com	Aug 01, 2025 2:02 AM
AlxTel, Inc.	negeda@alxtel.com	Aug 01, 2025 2:02 AM
PALADIN DEFENSE GROUP, INC.	Contact@paladin-defense.us	Aug 01, 2025 2:02 AM
Digital Signup	info@digitalsignup.com	Aug 01, 2025 2:02 AM
Rose Group International	rachel@rosegrouptintl.com	Aug 01, 2025 2:02 AM
MavenSolve, LLC	accounts@krasanconsulting.com	Aug 01, 2025 2:02 AM
Adira LLC	accounts@adiranow.com	Aug 01, 2025 2:02 AM
OpsAssist, Inc.	sales@ops-assist.com	Aug 01, 2025 2:02 AM
EqualizeRCM	wilbur.williams@equalizercm.com	Aug 01, 2025 2:02 AM
Playscape Recreation	kate@playscaperecreation.com	Aug 01, 2025 2:02 AM

GEORGIA COMPUTER INC	myra@georgiacomputer.com	Aug 01, 2025 2:02 AM
Inzata (Qengine LLC)	christopher.rafter@inzata.com	Aug 01, 2025 2:02 AM
Digital Convergence	hello@digitalconvergence.ca	Aug 01, 2025 2:02 AM
Cummins Inc	cssnabids@cummins.com	Aug 01, 2025 2:02 AM
Inkblot Therapy	rfpmanagement@inkblottherapy.com	Aug 01, 2025 2:02 AM
Mina Holdings, LLC	tariq@minaholdingllc.com	Aug 01, 2025 2:02 AM
LitCon Group, LLC	hcurley@litcongroup.com	Aug 01, 2025 2:02 AM
Image Printing	devinfromimage@gmail.com	Aug 01, 2025 2:02 AM
Superior Maintenance Co.	jgoldsmith@smc.cc	Aug 01, 2025 2:03 AM
Merkhat, LLC	elise@merkhat.com	Aug 01, 2025 2:03 AM
DataPrivia, Inc	jeff.hurley@dataprivia.com	Aug 01, 2025 2:03 AM
Beyond Spots & Dots	mquerry@beyondspotsanddots.com	Aug 01, 2025 2:03 AM
The Pittsburgh Paints Company	goltz@ppg.com	Aug 01, 2025 2:03 AM
Performance Clean LLC	gheath@performanceclean.com	Aug 01, 2025 2:03 AM
metroplex pavement markings	mgunta@metroplexpavementmarkings.com	Aug 01, 2025 2:03 AM
Stark Landscape	chado@starklandscape.com	Aug 01, 2025 2:03 AM
MARS Solutions Group	sales@marssg.com	Aug 01, 2025 2:03 AM
Foilcon Corp	foilcon@foilcon.com	Aug 01, 2025 2:03 AM
Envico	darrell@dirty-pro.ca	Aug 01, 2025 2:03 AM
Nexus Digital	brady@nexusdigital.co	Aug 01, 2025 2:03 AM
Building Optimization Technologies, LLC	jmitterhofer@bldgot.com	Aug 01, 2025 2:03 AM
ISERV	jim.palmisano@iservgroup.com	Aug 01, 2025 2:03 AM
34 Strong	zane_grace@34strong.com	Aug 01, 2025 2:03 AM
Lazcorp Inc	ea@lazurgroup.com	Aug 01, 2025 2:03 AM
Angus Reid Group	sal.rustom@angusreid.com	Aug 01, 2025 2:03 AM
Customizo Solutions Inc.	rashamoursy@customizo.ca	Aug 01, 2025 2:03 AM
Guidehouse	gheller@guidehouse.com	Aug 01, 2025 2:03 AM
Renaissance Learning, Inc.	proposals@renaissance.com	Aug 01, 2025 2:03 AM
SPARK business academy	chuchi.arevalo@sparkbusinessacademy.com	Aug 01, 2025 2:03 AM
International Business Machines	liwatson@us.ibm.com	Aug 01, 2025 2:03 AM
Limitless Leads Coaching LLC	atfc@realorlive.org	Aug 01, 2025 2:03 AM
KC Blueprint Company	plottingnkc@kcblueprint.com	Aug 01, 2025 2:03 AM
Rhythm Engineering	reggie.chandra@rhythm-info.com	Aug 01, 2025 2:03 AM
S & J Owens Co LLC	james@sjowensco.com	Aug 01, 2025 2:03 AM
Helene Elizabeth Wellness Ctr	admin@heleneelizabethwellnesscenter.com	Aug 01, 2025 2:03 AM
SYSUSA Inc	muneer.baig@sysusa.com	Aug 01, 2025 2:03 AM
Eli Patrick & Co.	clark@elipatrick.com	Aug 01, 2025 2:04 AM
Easy Healthcare Corporation	li@healthcare-manager.com	Aug 01, 2025 2:04 AM
BRG Office Movers	Chip.harber@beltmann.com	Aug 01, 2025 2:04 AM
FYRE MARKETING LLC	bids@fyremarketingadvisors.com	Aug 01, 2025 2:04 AM
All N All Supplies, LLC	customerservice@allnallsupplies.com	Aug 01, 2025 2:04 AM
Teknion	steve.hindle@teknion.com	Aug 01, 2025 2:04 AM
Insightrix Research Inc.	shonna.caldwell@insightrix.com	Aug 01, 2025 2:04 AM
Value Capture LLC	jcarpenter@valuecapturellc.com	Aug 01, 2025 2:04 AM

Winning Edge Solutions LLC	kumar@weitsolutions.net	Aug 01, 2025 2:04 AM
J-Tech Digital Inc	support@jtechdigital.com	Aug 01, 2025 2:04 AM
FireTron, Inc.	bids@firetron.com	Aug 01, 2025 2:04 AM
INTRATEK COMPUTER	quotes@intrapc.com	Aug 01, 2025 2:04 AM
Glacier Construction services Inc.	mgottschalk@glaciarc.com	Aug 01, 2025 2:04 AM
Eunomia	tenders@eunomia-inc.com	Aug 01, 2025 2:04 AM
EventMAP Solutions Canada Limited	tenders@eventmapsolutions.com	Aug 01, 2025 2:04 AM
DRG Architects	Jackk@drg-architects.com	Aug 01, 2025 2:04 AM
BIO-Janitorial Service, Inc.	candace@biojanitorial.com	Aug 01, 2025 2:04 AM
TCS	JonathanB@TCS.ink	Aug 01, 2025 2:04 AM
CKH Group	businessdevelopment@ckhgroup.com	Aug 01, 2025 2:04 AM
World Wide Web Distributions (Premier Hotel and Casino products)	yelena@premierhcp.com	Aug 01, 2025 2:04 AM
Prime healthcare services	dorcine@primehealthcareservices.ca	Aug 01, 2025 2:04 AM
Medlogix	steve.amenti@medlogix.com	Aug 01, 2025 2:04 AM
Bridger Systems, LLC	joshua@bridger.systems	Aug 01, 2025 2:04 AM
AGILE INTERIORS	kbrewster@agileinteriors.com	Aug 01, 2025 2:05 AM
The Emotional Company (EmCo)	gigi@emotionalcompany.com	Aug 01, 2025 2:05 AM
First Stop Health	ekunisch@fshealth.com	Aug 01, 2025 2:05 AM
www.dreamseat.com	taltadonna@dreamseat.com	Aug 01, 2025 2:05 AM
North Country Business Products	benzonk@ncbpinc.com	Aug 01, 2025 2:05 AM
Alpha Developers LLC	sales@alphadevelopersllc.com	Aug 01, 2025 2:05 AM
Sports Fields Inc.	ataylor@fields-inc.com	Aug 01, 2025 2:05 AM
Magnum Services (Soil Stabilization)	travis.barber@magnumcement.ca	Aug 01, 2025 2:05 AM
Imperial Service Systems, Inc.	jmccarthy@impservsys.com	Aug 01, 2025 2:05 AM
Bee Equipment Sales, Ltd	mkuehn@beeequipmentsales.com	Aug 01, 2025 2:05 AM
Element 29	bill.cassidy@e29ce.com	Aug 01, 2025 2:05 AM
Valueneer LLC	Mahmoud@value-neer.com	Aug 01, 2025 2:05 AM
DAC	jlewandowska@dacgroup.com	Aug 01, 2025 2:05 AM
The Prestigious Mark Inc.	ben@tpmpromo.com	Aug 01, 2025 2:05 AM
Brighter Image, Inc.	Corporate@brighter-image.com	Aug 01, 2025 2:05 AM
Onyx Healthcare USA, Inc	Jeffliu@onyx-healthcare.com	Aug 01, 2025 2:05 AM
Ruts Construction	adrian@rangeline.com	Aug 01, 2025 2:05 AM
Marco Group Inc	elizabeth.thompson@madebymarco.net	Aug 01, 2025 2:05 AM
William P Peterson / Associates	Bill@wppeterson.net	Aug 01, 2025 2:05 AM
SCM Consultants Inc.	bminhas@scmconsultants.net	Aug 01, 2025 2:05 AM
Sophos	craig.allen@sophos.com	Aug 01, 2025 2:05 AM
Christy Glass Company	davchristy@aol.com	Aug 01, 2025 2:05 AM
Kurtz Bros.	jpistner@kurtzbros.com	Aug 01, 2025 2:05 AM
Augustine Agency	kwhitsett@augustineagency.com	Aug 01, 2025 2:05 AM
Legacy Vision Preservation	crystal@legacyvisionpreservation.com	Aug 01, 2025 2:05 AM
Skaggs Building Solutions LLC	jskaggs@skaggscompany.com	Aug 01, 2025 2:05 AM
CENTURY SECURITY SERVICES, INC	cssguard.century@gmail.com	Aug 01, 2025 2:05 AM
Fritel and Associates, L.L.C. dba Diversified Product Development	llittle@diversifiedproduct.com	Aug 01, 2025 2:05 AM
Climatec	dal.bonfire@climatec.com	Aug 01, 2025 2:05 AM

CommForms Secure Forms Inc	hill.issenan@commforms.ca	Aug 01, 2025 2:05 AM
Vari Sales Corporation	robert.cairy@vari.com	Aug 01, 2025 2:05 AM
Unlimited Technology, Inc.	iramirez@utiglobal.com	Aug 01, 2025 2:06 AM
QDoc Inc.	contracts@qdoc.ca	Aug 01, 2025 2:06 AM
Sparrow Consulting Group Inc.	trever@sparrowgroup.org	Aug 01, 2025 2:06 AM
Center for Nonprofit Advancement	tyieshij@nonprofitadvancement.org	Aug 01, 2025 2:06 AM
OpenTeQ Technologies LLC	harshitha@openteqgroup.com	Aug 01, 2025 2:06 AM
Industrial Builders, Inc	brian@IB-USA.COM	Aug 01, 2025 2:06 AM
GK TechStar LLC	jleyva@techstaris.com	Aug 01, 2025 2:06 AM
MedFirst Staffing, LLC	davidb@medfirststaffing.com	Aug 01, 2025 2:06 AM
Moran Technology Consulting	scott.weyandt@morantechnology.com	Aug 01, 2025 2:06 AM
Sage Education Consulting, Inc.	lisa@sageeducon.com	Aug 01, 2025 2:06 AM
Scanics	dmapes@scanics.com	Aug 01, 2025 2:06 AM
TABB INC.	bbodkin@tabb.net	Aug 01, 2025 2:06 AM
Superior Contractors	Superiorcontractorstx@gmail.com	Aug 01, 2025 2:06 AM
Zencon Group Inc.	govt@zencongroup.com	Aug 01, 2025 2:06 AM
DITTA ENTERPRISES LLC	Contact@del-ditta.com	Aug 01, 2025 2:06 AM
Settled Solids Management	jmims@hydro-int.com	Aug 01, 2025 2:06 AM
Samson & Associés CPA/Consultation Inc.	veronick.gauthier-roy@samson.ca	Aug 01, 2025 2:06 AM
Omega 365 USA Inc.	oyvind@omega365.com	Aug 01, 2025 2:06 AM
Ikerd Consulting, LLC	bikerd@ikerd.com	Aug 01, 2025 2:06 AM
Excel Facility Services	grivera@efsgnj.com	Aug 01, 2025 2:06 AM
IOCYBER, LLC	acrawford@iocyber.tech	Aug 01, 2025 2:06 AM
Pinnacle Financial Partners	scott.jordan@pnfp.com	Aug 01, 2025 2:06 AM
Think Research	tenders@thinkresearch.com	Aug 01, 2025 2:06 AM
Dexian, LLC	bob.quinn@dexian.com	Aug 01, 2025 2:06 AM
Wisecom Technology	azeem@wisecomtech.com	Aug 01, 2025 2:06 AM
NRS- National Relocation Services	gjoseph@nrsc.com	Aug 01, 2025 2:07 AM
iTaylor Strategies LLC	merdochey@itaylorsolutions.com	Aug 01, 2025 2:07 AM
JM Brennan	dmolkentin@jmbrennan.com	Aug 01, 2025 2:07 AM
Ringgold Telephone Company	ssawyer@rtctel.com	Aug 01, 2025 2:07 AM
Method4 Engineering	brian.goodridge@method4engineering.com	Aug 01, 2025 2:07 AM
Worldcast live Inc	peter.lewis@worldcastlive.com	Aug 01, 2025 2:07 AM
PJG Property Maintenance	pj-grevy@pjgpm.com	Aug 01, 2025 2:07 AM
Babb Technology Services Inc	Jonathonm@babbtech.com	Aug 01, 2025 2:07 AM
Elearning Studio	meet@elearning.studio	Aug 01, 2025 2:07 AM
Tino LLC	anastasia@tino.design	Aug 01, 2025 2:07 AM
Burgeon Analytics LLC	mails@burgeonanalytics.com	Aug 01, 2025 2:07 AM
FM Solutions LLC - Priority Payment Systems Houston	manan@ppshouston.com	Aug 01, 2025 2:07 AM
Dodge Construction Network	Dodge.Bidding@construction.com	Aug 01, 2025 2:07 AM
RTC Manufacturing, Inc	tammy.obrien@rtc-traffic.com	Aug 01, 2025 2:07 AM
Stonehouse Drilling & Construction LLC	jhaywood@shdrilling.com	Aug 01, 2025 2:07 AM
CarePro National Painting / Kept Companies	swilliams@carepropainting.com	Aug 01, 2025 2:07 AM
Prism Consulting	valerie@prismconsultingfl.com	Aug 01, 2025 2:07 AM

Devfi,Inc	ashwin@devfi.com	Aug 01, 2025 2:07 AM
Revolution Data Plaforms	sales@dataplatforms.ca	Aug 01, 2025 2:07 AM
PCC-IT International, dba of Power Capital Management	clientservices@itpccit.com	Aug 01, 2025 2:07 AM
GoldPhish	jami@thegoldphish.com	Aug 01, 2025 2:07 AM
EPSoft Technologies LLC	lahari.medarametla@epsoftinc.com	Aug 01, 2025 2:07 AM
The Facilities Group	jhawkins@thefacilitiesgroup.com	Aug 01, 2025 2:07 AM
STS Recycling, LLC.	morgan@stsrecycle.com	Aug 01, 2025 2:07 AM
International Languages Service	john.arroyave@ilsjax.com	Aug 01, 2025 2:07 AM
Gulf Coast Paper	gary.ellis@imperialdade.com	Aug 01, 2025 2:07 AM
Carson Solutions, LLC	webbk@carsonsolutionsllc.com	Aug 01, 2025 2:07 AM
Texas Enforcer LLC.	texasenforcerllc@gmail.com	Aug 01, 2025 2:07 AM
BDG Trees	joneal@bdgtrees.com	Aug 01, 2025 2:07 AM
Drone Security Service Inc	info@dronesecurityserv.com	Aug 01, 2025 2:07 AM
DPTV TANGO LLC	dptvtango@gmail.com	Aug 01, 2025 2:07 AM
DIESEL DEPOT	marc@diesel-depot.com	Aug 01, 2025 2:07 AM
Condition Monitoring Analytics, LLC	sjones@conditionmonitoringanalytics.com	Aug 01, 2025 2:07 AM
Vendor	kloring@sunprint.com	Aug 01, 2025 2:08 AM
Say it with Style Promos and Custom Apparel	eugene@siwspromos.com	Aug 01, 2025 2:08 AM
Reliable Paper Inc	jimfaucette@reliablepaper.com	Aug 01, 2025 2:08 AM
LAZARO LEAL LANDSCAPING AND TREE SERVICES LLC	leallandscapingservices@yahoo.com	Aug 01, 2025 2:08 AM
Fre3dom Interiors	tbosley@fre3dom.net	Aug 01, 2025 2:08 AM
Upfiv Designs Inc.	aurelia@upfiv.com	Aug 01, 2025 2:08 AM
https://totaloptim.com	contact@totaloptim.com	Aug 01, 2025 2:08 AM
GovFirst	angel@govfirst.net	Aug 01, 2025 2:08 AM
Holt Texas, Ltd. (dba HOLT CAT)	francisco.valor@holtgrp.com	Aug 01, 2025 2:08 AM
Furniture Concepts	karyl@furnitureconcepts.com	Aug 01, 2025 2:08 AM
Grind-Well LLC	info@grind-well.com	Aug 01, 2025 2:08 AM
Summitt Forests, Inc	summittforests@gmail.com	Aug 01, 2025 2:08 AM
IT Operational Strategies LLC, SDVO	Terry.stockholm@itops-llc.com	Aug 01, 2025 2:08 AM
Interior Furnishing	interiorfurnishing@yahoo.com	Aug 01, 2025 2:08 AM
Selrico Services Inc.	procurement@selricoservices.com	Aug 01, 2025 2:08 AM
Young Scholars Circle LLC/The Masterpiece Academy	krishnacart@youngscholarscircle.com	Aug 01, 2025 2:08 AM
Voyce Inc.	proposals@voyceglobal.com	Aug 01, 2025 2:08 AM
TELUS International	richard.bledsoe@telusinternational.com	Aug 01, 2025 2:08 AM
Amplify Systems Integration	dplatt@amplifysi.com	Aug 01, 2025 2:08 AM
Servi-Tek Facility Solutions	accounting.engineering@servi-tek.net	Aug 01, 2025 2:08 AM
Vendor	riccie.gargano@garda.com	Aug 01, 2025 2:08 AM
Carrier Enterprise	douglas.smyers@carrierenterprise.com	Aug 01, 2025 2:08 AM
Apex Site Services	admin@apexsites.com	Aug 01, 2025 2:08 AM
Guardian Safety and Supply LLC dba Enviro Safety Products	amaly@envirosafety.com	Aug 01, 2025 2:08 AM
Tribeca Builds, LLC	casey@tribecabuilds.com	Aug 01, 2025 2:08 AM
Vortex Solution inc.	karine.s@vortexsolution.com	Aug 01, 2025 2:08 AM
Genric Inc	pattwood@genric.com	Aug 01, 2025 2:08 AM
Citrus Advertising	sheila@citrusadv.com	Aug 01, 2025 2:08 AM

Competitive Edge Business Solutions	tdaniels@focalpointcoaching.com	Aug 01, 2025 2:08 AM
XyberMed Cooperation	ammaar@xybermed.com	Aug 01, 2025 2:08 AM
International Alliance Group	larry@iagusa.org	Aug 01, 2025 2:08 AM
BKTB Group Inc dba MC Austin	imoreno@mcaustin.com	Aug 01, 2025 2:08 AM
AMB Modulaire Inc	sylvainperrault@ambmodulaire.com	Aug 01, 2025 2:08 AM
UnBoxed Solutions	robert@swg-unboxed.org	Aug 01, 2025 2:08 AM
VEscape Labs	info@vescapelabs.com	Aug 01, 2025 2:08 AM
Trans Canada Forest Products	srubin@pftranscan.com	Aug 01, 2025 2:08 AM
Relannford Enterprises LLC	sandra@relannford.com	Aug 01, 2025 2:08 AM
Global Alliant	operations@globalalliantinc.com	Aug 01, 2025 2:08 AM
Success by Design, Inc.	megan@successbydesign.com	Aug 01, 2025 2:08 AM
SMART GROUP SYSTEMS	MICKEY@SMGSYSTEMS.NET	Aug 01, 2025 2:09 AM
Allied Strategic Solutions	bwinslow34@yahoo.com	Aug 01, 2025 2:09 AM
Patriot Supplies	jessica@patriotsuppliesllc.com	Aug 01, 2025 2:09 AM
Asera LLC	jodi-annburch@AseraSolutions.com	Aug 01, 2025 2:09 AM
Vendor	jennifer@perfectfitimage.com	Aug 01, 2025 2:09 AM
Argyle Build Inc.	mare@argyle.build	Aug 01, 2025 2:09 AM
Foresight Engineering and Technology	info@cleanconnects.com	Aug 01, 2025 2:09 AM
Liberty Home Health LLC dba Lab Pointe	support@labpointe.com	Aug 01, 2025 2:09 AM
The Lift Doctor LLC	theliftldr@gmail.com	Aug 01, 2025 2:09 AM
nTech Workforce	sangeetha@ntechworkforce.com	Aug 01, 2025 2:09 AM
CMIT Solutions of Best Southwest Dallas County	klewis@cmitsolutions.com	Aug 01, 2025 2:09 AM
Avista Realtime Systems, LLC	Wshumaker@avistarealtime.com	Aug 01, 2025 2:09 AM
AlexiGen BioTech, LLC	jeffreyferguson@alexigen.com	Aug 01, 2025 2:09 AM
Accelerated Fleet Services	rbias@afsfleet.com	Aug 01, 2025 2:09 AM
The Voice Society	maria@thevoicesociety.com	Aug 01, 2025 2:09 AM
Vendor	Aprilsspringcleaningllc@gmail.com	Aug 01, 2025 2:09 AM
Fred's Award World	rose.freds@outlook.com	Aug 01, 2025 2:09 AM
MBI	justin.conroy@mbakerintl.com	Aug 01, 2025 2:09 AM
Enpramex distribution	mike@enpramex.com	Aug 01, 2025 2:09 AM
Octilion LLC	niket@thebilions.com	Aug 01, 2025 2:09 AM
Vendor	mike@baconcompanies.com	Aug 01, 2025 2:09 AM
Moogel Canada Inc.	director@moogelabs.com	Aug 01, 2025 2:09 AM
Hamilton Staffing Solutions	angela.h@hamiltonstaffingsolutions.com	Aug 01, 2025 2:09 AM
Armadillo Photo Supply	rhernandez@armadillophoto.com	Aug 01, 2025 2:09 AM
Alletec Inc.	amian@alletec.com	Aug 01, 2025 2:10 AM
HIVOLT Advanced Inc.	andrew.Klinger@hva-inc.com	Aug 01, 2025 2:10 AM
Vendor	peter@graceyworks.com	Aug 01, 2025 2:10 AM
Flexxform Designs Inc	info@flexxform.co	Aug 01, 2025 2:10 AM
Vendor	Michael.Keegan@abm.com	Aug 01, 2025 2:10 AM
Citronway	gokocha@citronway.com	Aug 01, 2025 2:10 AM
Make Stuff Move Inc.	sourcing@makestuffmove.com	Aug 01, 2025 2:10 AM
Surefox	matthew.reeser@surefox.com	Aug 01, 2025 2:10 AM
Ward Companies, LLC.	wward219@gmail.com	Aug 01, 2025 2:10 AM

bond & bond auctioneers	sales@bondauctioneers.com	Aug 01, 2025 2:10 AM
Maribel Martinez Consulting	maribel@maribelmartinezconsulting.com	Aug 01, 2025 2:10 AM
R and J Services	rickrogers10@outlook.com	Aug 01, 2025 2:10 AM
Garner Paving and Construction LLC	garnerpaving@sbcglobal.net	Aug 01, 2025 2:10 AM
HV	hannah.vdbg@gmail.com	Aug 01, 2025 2:10 AM
Knight Restoration, LLC	l.thomason@knightcommercial.com	Aug 01, 2025 2:10 AM
MALAN BEST SECURITY INC	Info@malanbestsecurity.com	Aug 01, 2025 2:10 AM
Planting Seeds Academic Solutions	cjones@plantingseedstutoring.com	Aug 01, 2025 2:10 AM
Pioneer Business Systems	walter@pioneer copier.com	Aug 01, 2025 2:10 AM
Think Board	hello@think-board.com	Aug 01, 2025 2:10 AM
AV Cabling Contractors	gil@avcablingcontractors.com	Aug 01, 2025 2:10 AM
Precision Environmental Company	Deureka@precision-env.com	Aug 01, 2025 2:10 AM
Edutek Corporation	tfairbourn@edutekcorp.com	Aug 01, 2025 2:10 AM
Euna Solutions	rfp@questica.com	Aug 01, 2025 2:10 AM
144 Family Care	chichikakoma@gmail.com	Aug 01, 2025 2:10 AM
California	info@ubuntupsych.com	Aug 01, 2025 2:10 AM
Strong Solutions LLC	info@strongsolutionsutah.com	Aug 01, 2025 2:10 AM
Vendor	amandar@newporttc.com	Aug 01, 2025 2:10 AM
Hunter Cattle Co	accounting@huntercattle.com	Aug 01, 2025 2:10 AM
Topology Health	alex@topology.health	Aug 01, 2025 2:10 AM
Transform Interactive	josie@transforminteractive.com	Aug 01, 2025 2:10 AM
Industrial Applied Technologies	tbearden.iatluc@gmail.com	Aug 01, 2025 2:10 AM
Expanded Learning Academy	cgreen@expandedlearningacademy.com	Aug 01, 2025 2:10 AM
McConnell & Jones LLP	bharper@mjlm.com	Aug 01, 2025 2:10 AM
Inland Kenworth	adibenedetti@inland-group.com	Aug 01, 2025 2:10 AM
Baseline Telematics Inc.	pasavoie@baselinetelematics.com	Aug 01, 2025 2:10 AM
Direct Mop Sales, Inc.	mjulo@directmopsales.com	Aug 01, 2025 2:10 AM
Vendor	tony@bmpcomp.com	Aug 01, 2025 2:11 AM
APC BILLING	info@apcbilling.com	Aug 01, 2025 2:11 AM
Bioquintex Solutions	sherry.east@bioquintex.com	Aug 01, 2025 2:11 AM
RT Solutions Group LLC.	admin@rtsolutionsgrp.com	Aug 01, 2025 2:11 AM
Fluxus USA	angel@fluxusmg.com	Aug 01, 2025 2:11 AM
Web Wizards	chad@webwizards.ca	Aug 01, 2025 2:11 AM
All City Communications	nmiller@allcitycom.com	Aug 01, 2025 2:11 AM
H & K Prints	info@hkprintsco.com	Aug 01, 2025 2:11 AM
Braden Business Systems, Inc.	JLOBRACO@BRADENONLINE.COM	Aug 01, 2025 2:11 AM
Choice-Telematics	Ryan.Clemons@Choice-telematics.com	Aug 01, 2025 2:11 AM
Vendor	g.gayane@icloud.com	Aug 01, 2025 2:11 AM
Globiser, Inc	cnipe@globiser.com	Aug 01, 2025 2:11 AM
ATTAC Consulting Group	busdevelopment@attacconsulting.com	Aug 01, 2025 2:11 AM
Impact Printing and Graphics LTD	claudia@impactprinting.biz	Aug 01, 2025 2:11 AM
Wingman63, LLC.	andi.poch@wingman63.com	Aug 01, 2025 2:11 AM
Next Structural Integrity Inc	janice.collins@nextsi.com	Aug 01, 2025 2:11 AM
Steve Lewey's Vendor	steve.lewey@beltmann.com	Aug 01, 2025 2:11 AM

ArborVista, LLC	bids@arborvista.com	Aug 01, 2025 2:11 AM
Dig 'N It Excavation LLC	DNIEX@YAHOO.COM	Aug 01, 2025 2:11 AM
S & J Business solutions Inc.	Sandjbsi@gmail.com	Aug 01, 2025 2:11 AM
Xperteks Computer Consultancy, Inc.	mvelez@xperteks.com	Aug 01, 2025 2:11 AM
1digit	jgeiling@1digit.nyc	Aug 01, 2025 2:12 AM
Light As Air Boats	andi@lightasairboats.com	Aug 01, 2025 2:12 AM
Bridge The Gap Sped, LLC	monique@bridgethegapsped.com	Aug 01, 2025 2:12 AM
Jackson Movers	info@mymovingsupport.com	Aug 01, 2025 2:12 AM
Security & Safety Associates of Louisiana LLC	revere@ssala.us	Aug 01, 2025 2:12 AM
Sacriste Empire Ai Professional Technology Services	csdunn@sacristempire.com	Aug 01, 2025 2:12 AM
Simarn, LLC	GARY.FEZZEY@SIMARN.COM	Aug 01, 2025 2:12 AM
Safe Havens International, Inc.	phuong@weakfish.org	Aug 01, 2025 2:12 AM
ATA Services, Inc.	pharrod@ataservices.net	Aug 01, 2025 2:12 AM
Megastar HR	beca@megastarhr.com	Aug 01, 2025 2:12 AM
Pearl Interactive Network	mantwine@pinsourcing.com	Aug 01, 2025 2:12 AM
Optimal Solutions Group	procurement@optimalsolutionsgroup.com	Aug 01, 2025 2:12 AM
JobSite Diesel Repair	sales@jobsitediesel.com	Aug 01, 2025 2:12 AM
3Core Systems, Inc	navin.kandula@3coresystems.com	Aug 01, 2025 2:12 AM
Onebridge Support Services LLC	anita@onebridgecenter.com	Aug 01, 2025 2:12 AM
D2D IT Services LLC	szahid@d2dis.com	Aug 01, 2025 2:12 AM
University of Cincinnati Economics Center	b.evans@uc.edu	Aug 01, 2025 2:12 AM
MS. TAMMY'S SOLUTIONS INC	info.mstammysolutions@gmail.com	Aug 01, 2025 2:12 AM
Publicus	clacatusu@public-us.com	Aug 01, 2025 2:12 AM
RCS Excavation, Inc.	jboak@rcsexcavation.com	Aug 01, 2025 2:12 AM
SCRIBEDOC.COM, IN C	sandy@scribedoc.com	Aug 01, 2025 2:12 AM
Vendor	michael.ongkiko@nfp.com	Aug 01, 2025 2:12 AM
Southwind Marketing Group	Damien@southwindmarketing.com	Aug 01, 2025 2:12 AM
Ferox Group, LLC	bradley@theferoxgroup.com	Aug 01, 2025 2:12 AM
COAL HARBOUR MECHANICAL LTD	tyler.ohm@chm.ca	Aug 01, 2025 2:12 AM
EC Technology Consulting Services LLC	mcouncil@eccybersecurity.com	Aug 01, 2025 2:12 AM
Imprint Penny LLC	bids@imprintpenny.com	Aug 01, 2025 2:12 AM
Let the Beat Build	rlopez@letthebeatbuild.me	Aug 01, 2025 2:12 AM
Freedom Commercial Services	jvetzel@goarmstrong.com	Aug 01, 2025 2:12 AM
Kijero LLC	fed@kijero.com	Aug 01, 2025 2:12 AM
Strategic Government Resources	rfp@governmentresource.com	Aug 01, 2025 2:13 AM
Vendor	brian.vansickle@quadbridge.com	Aug 01, 2025 2:13 AM
Techbundle	dan.drake@techbundle.com	Aug 01, 2025 2:13 AM
IconXChange, LLC	michael@iconxchange.io	Aug 01, 2025 2:13 AM
FUNDING matters Inc.	wpetruck@fundingmatters.com	Aug 01, 2025 2:13 AM
All Points Media LLC	jeffg@allpointscs.com	Aug 01, 2025 2:13 AM
S&P Controls & Rebuild	spcontrolsrebuild@yahoo.com	Aug 01, 2025 2:13 AM
Assura, Inc.	karen.cole@assurainc.com	Aug 01, 2025 2:13 AM
D&D Fleet & Auto Service LLC	dana@ddfleetservice.com	Aug 01, 2025 2:13 AM
Green Leaf Procurement	jennifer@greenleafprocurement.com	Aug 01, 2025 2:13 AM

NUH Janitorial Company LLC	nadeem_majid@yahoo.com	Aug 01, 2025 2:13 AM
GenSigma LLC.	rfp@gensigma.com	Aug 01, 2025 2:13 AM
Northern Inspection Services	admin@nismidwest.com	Aug 01, 2025 2:13 AM
Framery, Inc.	framery@framerycontracts.com	Aug 01, 2025 2:49 AM
MiEN Company, Inc.	mien@ironfurnace.com	Aug 01, 2025 10:26 AM
National Business Furniture	joannat@nbf.com	Aug 02, 2025 9:41 AM
Worthington Contract Furniture	nancy@worthingtoncf.com	Aug 20, 2025 11:51 AM
Interior Systems Contract Group	badams@iscginc.com	Aug 23, 2025 9:08 AM
Early Childhood LLC. DBA: Discount School Supply	bids@discountschoolsupply.com	Aug 27, 2025 7:15 AM
Hann Manufacturing Inc	hann@ironfurnace.com	Sep 03, 2025 9:20 AM
CME Playgrounds	shelly@cmeplay.net	Sep 11, 2025 9:09 AM
Foliot Furniture Pacific inc.	procurement@foliot.com	Sep 12, 2025 2:11 AM
Schools In	contracts@schoolsinc.com	Sep 12, 2025 4:47 AM
Pineapple Contracts	patricia.kehoe@pineapplecontracts.com	Sep 13, 2025 2:43 AM
McHugh Furnishings, LLC	mminehan@mchif.com	Sep 13, 2025 9:40 AM
The Discovery Source, Inc.	marilee@thediscoverysource.com	Sep 15, 2025 4:05 AM
Superior Text	sales@superiortext.com	Sep 16, 2025 2:28 AM
Palmer Hamilton	contracts@palmerhamilton.com	Sep 16, 2025 3:02 AM
Learnskilz Consultants LLC	info@learnskilz.com	Sep 16, 2025 3:59 AM
AmTab Manufacturing Corporation	Contractteam@amtab.com	Sep 16, 2025 4:51 AM
School Specialty LLC	bidnotices@schoolspecialty.com	Sep 16, 2025 5:21 AM
BSN Sports	bsnbid@bsnsports.com	Sep 16, 2025 5:41 AM
Kaplan Early Learning Company	bids@kaplanco.com	Sep 16, 2025 5:44 AM
Hertz Furniture Systems, LLC	bids@hertzfurniture.com	Sep 16, 2025 6:07 AM
Special-T, LLC	lisa@specialt.net	Sep 16, 2025 6:10 AM
B & H Foto & Electronics Corp.	govedbids@bhphoto.com	Sep 16, 2025 6:23 AM
Curtis Restaurant Equipment	d.donahue@curtisresteq.com	Sep 16, 2025 6:25 AM
OS Schools and OS Offices	lstapp@osoffices.com	Sep 16, 2025 7:39 AM
Douglas Food Stores, INC D.B.A. Douglas Equipment	rebecca@douglasequipment.us	Sep 16, 2025 7:54 AM
Fomcore, LLC	fomcore@ironfurnace.com	Sep 16, 2025 8:35 AM
Lakeshore Learning Materials, LLC	biddept@lakeshorelearning.com	Sep 16, 2025 9:36 AM
BioFit Engineered Products	liz.sworden@biofit.com	Sep 16, 2025 10:18 AM
Alison's Montessori and Educational Materials	purchasing@alisonsmontessori.com	Sep 16, 2025 11:09 AM
Brodart Co.,Supplies and Furnishings	supplies.quotes@brodart.com	Sep 16, 2025 11:11 AM
Carson Dellosa Publishing	bids@carsondellosa.com	Sep 16, 2025 12:13 PM
Agati, Inc.	nhawkins@agati.com	Sep 16, 2025 12:17 PM
S&S Worldwide	bids@sswww.com	Sep 16, 2025 12:22 PM



**AEPA 026-A Furniture Solutions
Opening Record
Tuesday, September 16, 2025**

	Exceptions & Deviations	Market Baskets	Part D Questionnaire	Part E-Signature Forms	Part F-Pricing Workbook	Exhibit A-Marketing Plan	Acknowledge Download of Supporting Doc #1-6	Acknowledge Conformance With Bid Specs	Responsiveness Check*
Respondent	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Active Submissions:									
AmTab	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COE Distributing	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Demco	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Hertz Furniture	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Lakeshore Learning	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Meteor Education	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
National Business Furn	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Office Essentials	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Quill LLC	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
School Specialty	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Schools In	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Eliminated Submissions:

Blockhouse Company Inc	Pass	Fail	Pass	Pass	Pass	Pass	Pass	Pass	Fail
Flexform Designs	Pass	Fail	Pass	Pass	Pass	Pass	Pass	Pass	Fail
Matadil USA Corp	Pass	Fail	Pass	Pass	Pass	Pass	Pass	Pass	Fail

* - Send to Category Committee for Evaluation

Opening Chair:

Steve Griggs

Witnesses:

George Wilson
Elizabeth Dorman
Melissa Mattson

Ken Swink
Dave Puyear
Becky Herlocker

Craig Peterson
Andrew Pickens
Anna Marie Hollander

Joni Puffet
Mark Carollo
Bart Powelson



Summary

Question Set	Questions	% Complete	Progress	Error?
1	75	100.00%	<div></div>	Complete: no errors
2	31	100.00%	<div></div>	Complete: no errors
Total	106	100.00%	<div></div>	

Question Set 1: Company Information

#	Question	Response	Comment	Status
1.0.1	Name of Company:	School Specialty LIC		Complete
1.0.2	Company Address:	W6316 Design Drive		Complete
1.0.3	City, State, zip code:	Greenville, WI 5494		Complete
1.0.4	Website:	www.schoolspecialty.com		Complete
1.0.5	Contact Person:	Leonard Adkins		Complete
1.0.6	Title:	Assistant Secretary		Complete
1.0.7	Phone:	888-388-3224		Complete
1.0.8	Email:		bidnotices@schoolspecialty.com	Complete
1.0.9	Is this Business a Public Company?	No		Complete
1.0.10	Is this Business a Privately Owned Company?	Yes		Complete
1.0.11	In what year was this business started under its present name?	2020		Complete
1.0.12	Under what additional, or, former name(s) has your business operated?	School Specialty, INC		Complete
1.0.13	Is this business a corporation? If yes, complete the following questions.	Yes		Complete
1.0.14	Date of Incorporation:	09/15/2020		Complete
1.0.15	State of Incorporation:	Delaware		Complete
1.0.16	Name of President:	Ryan Bohr		Complete
1.0.17	Name(s) of Vice President(s):	Hollie Wagner		Complete
1.0.18	Name of Treasurer:	Michael Kabat		Complete
1.0.19	Name of Secretary:	Joseph F. Franzol, IV		Complete
1.0.20	Is this business a partnership? If yes, complete the following questions.	No		Complete
1.0.21	Date of Partnership:	N/A		Complete
1.0.22	State Founded:	N/A		Complete
1.0.23	Type of Partnership, if applicable:	N/A		Complete
1.0.24	Name(s) of General Partner(s):	N/A		Complete
1.0.25	Is this business individually owned? If yes, complete the following questions.	N/A		Complete
1.0.26	Date of Purchase:	N/A		Complete
1.0.27	State Founded:	N/A		Complete
1.0.28	Name of Owner/Operator:	N/A		Complete
1.0.29	Is this business type different from those identified above?	No		Complete
1.0.30	If yes, describe the company's type of format, year and state of origin and names and titles of the principles.	N/A		Complete
1.0.31	Is this business women-owned?	No		Complete
1.0.32	Is this business minority-owned?	No		Complete
1.0.33	Does this business have an Affirmative Action plan/statement?	Yes		Complete
1.0.34	Enter business headquarters location including address, city, state, zip, phone number.	-	W6316 Design Drive Greenville, WI 54942	Complete
1.0.35	How long have you been at this location?	24 Years		Complete
1.0.36	Enter business branch locations, if any. Include address, city, state, zip, phone number for each.	-	W6316 Design Drive, Greenville, WI 54942; 100 Paragon Pkwy, Mansfield, OH 44903; 3031 Industry Drive, Lancaster, PA 17603; 80 Northwest Blvd, Nashua, NH 03063; 1745 E. Levee St, Suite 150, Dallas, TX 75207	Complete
Sales History				
1.1.1	What percentage of your annual sales comes from public entities?	83%		Complete
1.1.2	Provide your business's annual sales for 2023 for K-12 schools.	\$558,448,116.00		Complete
1.1.3	Provide your business's annual sales for 2024 for K-12 schools.	\$525,092,024.00		Complete
1.1.4	Provide your business's annual sales for 2023 for cities, counties, and other public entities.	\$1,548,022.00		Complete

1.1.5	Provide your businesses annual sales for 2024 for cities, counties, and other public entities.	\$1,414,198.00		Complete
1.1.6	Provide your business's annual sales for 2023 for higher education.	\$1,861,696.00		Complete
1.1.7	Provide your business's annual sales for 2024 for higher education.	\$1,746,280.00		Complete
1.1.8	Provide your business's annual sales for 2023 for K-12 schools for products and services that meet the scope of work in this solicitation.	\$234,960,002.00		Complete
1.1.9	Provide your business's annual sales for 2024 for K-12 schools for products and services that meet the scope of work in this solicitation.	\$216,850,902.00		Complete
1.1.10	Provide your business's annual sales for 2023 for cities, counties, and other public entities for products and services that meet the scope of work in this solicitation.	\$868,860.00		Complete
1.1.11	Provide your businesses annual sales for 2024 for cities, counties, and other public entities for products and services that meet the scope of work in this solicitation.	\$677,040.00		Complete
1.1.12	Provide your business's annual sales for 2023 for higher education for products and services that meet the scope of work in this solicitation.	\$916,996.00		Complete
1.1.13	Provide your business's annual sales for 2024 for higher education for products and services that meet the scope of work in this solicitation.	\$549,541.00		Complete
Key Contacts				
1.2.1	Please provide the name, title, phone and email for your Contract Manager	-	Leonard Adkins, Assistant Secretary - 888-388-3224, Ext. 1656 - bidnotices@schoolspecialty.com	Complete
1.2.2	Please provide the names, phone and email for your Distributors, Dealers, Installers, Sales Reps.		Please see attachment # 1.2.2 for installers and sales reps listing.	Complete
1.2.3	Please provide the name, title, phone and email for your Consultants & Trainers.	-	Helen Schleis, Director -Business Deveopment, 678.823.5125, Helen.Schleis@schoolspecialty.com; Sue Ann Highland, National Education Strategist, 970.215.80034, Sueann.hIGHLAND@schoolspecialty.com; Erin Quaratino, Business Development Manager, 303.598.7710, Erin.Quaratino@schoolspecialty.com	Complete
1.2.4	Please provide the person's name, title, phone and email who will be handling Warranty & After the Sale services.	-	For dropship, non-installation orders, warranty & after the sale services are handled by our Customer Care Department. AEPA eligible agencies can report issues to the team via telephone @ toll free (888) 388-3224 or via web at www.schoolspecialty.com. For orders with installation services, our Project Management Team for the specific state will work directly with the end users to resolve warranty & after sale issues. The end users will receive their project management team members contact at the very start of each project.	Complete
1.2.5	Provide total number and location of salespersons employed by your business in the United States by city and state.	-	Please see 1.2.5 sales rep listing	Complete
Sales Training				
1.3.1	Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.	-	•Initial Award training will be given to the entire SSL sales team via an existing bi-weekly training platform explaining the new contract and its features and benefits. •Regionalized training for each seven SSL regions and the Inside Sales team provided by the SSL Contracts Team. •Training documents and co-branded marketing documents provided to the SSL sales team via internal platforms.	Complete
1.3.2	What is your company's plan, if your company were awarded the contract, to service up to 31 states (or the region awarded in a regional bid). Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.	-	The School Specialty Contracts Team will be responsible for managing the national program throughout the term of the contract. They will be responsible for working with School Specialty Sales Leadership to foster partnerships and drive sales within the individual agencies and with AEPA as a whole. They will work with SSL Sales Leadership to ensure that their sales teams are proactively promoting the contract with AEPA participating agencies through various marketing strategies, daily transactions, and major project opportunities. School Specialty has a large sales force that includes a network of field sellers, a dedicated furniture environments sales team, an inside sales team, and an alternate market sales team focusing on cities and counties.	Complete
Products & Services				
1.4.1	Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.	-	The following products and related services categories are the categories School Specialty is offering within our response: Systems Furniture; Freestanding Furniture; Seating/Chairs; Soft Seating; Filing Systems, Storage & Equipment; Technology & Esports Support Furniture; Library Furniture; Health & Science Furniture; Cafeteria Furniture; Learning Spaces Furniture; Audio/Visual Furniture; Art Instructional Furniture; Educational Office Furniture; Career/Technical Education Furniture; Music/Auditorium/Theater/Performing Arts; Wall and Ceiling Solutions; Privacy Pods; Phone, Sound Isolation Rooms and Furniture Booths; Safety and Security Furniture; Interior Solutions; Related and Ancillary Products, Accessories, and Solutions; Services and Support Solutions	Complete
Distribution				
1.5.1	Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.	-	As a manufacturer of our own proprietary product lines, Classroom Select, Childcraft, and Snoezlen and along with our tremendous partnerships with the manufacturers listed in our bid response, and over 200 installation partners, we can provide product and services nationally. We also hold contracts with national, regional, and local freight carriers that enable School Specialty to provide products to every state within the country. AEPA member agencies can contact their local School Specialty sales team member, Bids & Quotes Team, Customer Care, or visit our website at www.schoolspecialty.com for quotes, order status, product information, or much, much more. Combined, School Specialty has more than 400 associates in these departments that can help AEPA members with for all their furniture and equipment needs. Orders without installation services are processed by our Customer Care Department. AEPA members can contact their local sales representatives, Customer Care, or visit our website for order status information; new ideas & resources; product we offer/professional development information, product questions, report service- related issues; questions relating to their accounts, and much, much more. Orders with installation services are processed by our Project Management Team. This team will work with school district designated personnel from the beginning of their projects to final punch list sign off including any subsequent Call Centers – Greenville, WI & Mansfield, OH Learning Environments, Bids & Project Management – Mansfield, OH Showroom – Dallas Texas Distribution centers – Cameron, TX, Greenville, WI, Mansfield, OH and Lancaster, PA	Complete
1.5.2	Provide the type (service/support or distribution) and location of centers that support the United States by name, city and state.	-		Complete

1.5.3	Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.	-	<p>School Specialty LLC does not have distributors; however, we utilize a network of over 200 third-party installation companies as our partners for projects/orders requiring installation or local warehousing services. Although we use installation subcontractors, they must meet a stringent set of guidelines set forth to them prior to becoming a part of our team:</p> <ul style="list-style-type: none"> Follow all federal, state, and local laws and regulations. All employees who perform installation work on school district grounds in any state must be able to pass background checks. Companies must have and maintain proper insurance and bond coverages. Must have past experience in installing furniture and equipment in the education market <ol style="list-style-type: none"> Our Installation Managers or Senior Field Project Managers conduct a thorough remote or in-person qualifying process/interviews for prospective new subcontractors/installers. We ask a series of questions to determine overall competency of the potential installer. Potential installers are asked to provide customer references for at least the 	Complete
1.5.4	Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.	Please see attachment number 1.5.4		Complete
1.5.5	If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.	-	<p>School Specialty acknowledges and fully embraces the MWBE participation request and requirements. We are committed to working with and adding MWBE certified manufacturers and installation subcontractors to our supply and service chain as we continue to earn AEPA business across the country. Our many years of contracting with MWBE companies has given us the experience and ability to build an engagement process that exceeds minimum requirements and compliance.</p> <p>We attend and participate in most national and regional conferences of WBENC and NMSDC organizations annually. Our Merchandising Department actively searches for manufacturers who meet the small or MWBE requirements of the Small Business Administration. Our Installation Manager and Senior Field Project Managers also follow these guidelines when sourcing new installation subcontract partners.</p> <p>School Specialty's process begins with the utilization of databases of both the NMSDC and WBENC to source certified businesses in many business verticals. We then began the due diligence process of business validation and capabilities measurements. Once this step is completed we then match our requirements and business standards with our prospective partners.</p> <p>School Specialty has a database of diverse manufacturers and installation companies we utilize.</p>	Complete
1.5.6	If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.	-	<p>School Specialty equal employment opportunity and affirmative action Statement of Policy It is the policy of School Specialty, LLC not to discriminate or allow the harassment of employees or applicants on the basis of sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law with regard to any employment practices, including recruitment, advertising, job application procedures, hiring, upgrading, training, promotion, transfer, compensation, job assignments, benefits, and/or other terms, conditions, or privileges of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. This policy applies to all jobs at the Company. The Company will continue to ensure that individuals are employed, and that employees are treated during employment, without regard to their sex, gender identity, sexual orientation, race, color, age, genetics, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law in all employment practices as follows:</p> <p>Employment decisions Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, upgrading, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination based upon the individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected Veteran status, or any other characteristic protected by law.</p>	Complete
1.5.7	If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.	-	<p>School Specialty currently has MWBE Reseller agreements with manufacturers within several categories including supplies and furniture/equipment.</p> <p>In addition, we have installation service agreements with MWBE subcontractors nationally (please see attachment number 1.5.7 for list of installation companies and their designations).</p>	Complete
Marketing				
1.6.1	Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences for the most recent full year. List all conventions, conferences, and other events at which this company exhibited.	-	School Specialty has a large corporate marketing department that utilizes an omni-channel marketing strategy including email, social channels, catalogs, websites and direct mail. Because of the varied selection of brands that School Specialty offers, we attend major national conventions and conferences to support these brands/categories as well as state and regional conferences when appropriate.	Complete
1.6.2	Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.	-	School Specialty will announce the new contract on our dedicated AEPA landing page (select.schoolspecialty.com/aeapa-co-op) as well as updating our dynamic email copy block with new contract information. Because of AEPA's unique state structure, School Specialty sales and contract personnel will work with state agencies to market the new contract within the state in the best possible way for that state agency. Each AEPA agency has their own unique structure and unfortunately, what works for one does not always work for another. This unique structure already differentiates this contract from others both from a marketing and sales perspective.	Complete
1.6.3	Describe the ways in which your company will collaborate with AEPA Agencies to market the resulting contract. Include any contract announcements, planned advertisements, and any other direct or indirect marketing activities promoting the AEPA awarded contract. Add any supplemental materials as pdfs and label them as Exhibit A-Marketing.	-	<p>The School Specialty Contracts team will work closely with respective AEPA Member Agencies to:</p> <ul style="list-style-type: none"> Provide co-branded marketing material to the agencies that can be utilized to send to their members. Where appropriate and feasible, establish a plan crafted by the School Specialty Contracts team and a representative from the agency to further awareness of School Specialty to their members through various tactics. Examples of those tactics include: <ul style="list-style-type: none"> oAEPA/State Agency co-branded School Specialty Furniture Sell Sheet with Discounts oAEPA/State Agency co-branded School Specialty comprehensive brochure oAEPA/State Agency co-branded School Specialty landing page (select.schoolspecialty.com/aeapa-co-op) The Contracts team will work with state agency personnel and School Specialty sales personnel to establish a business review cadence to foster growth in the partnership and determine agency specific marketing, if applicable. 	Complete
1.6.4	Describe the process for how the company will launch the contract with current and potential agencies.	-	As stated above, School Specialty will work with each state agency to see what the best marketing is for that agency.	Complete

1.6.5	Describe your company's ability to produce and maintain full color print or electronic advertisements in camera ready format.	-	School Specialty has a large corporate marketing department with the staffing and capability to produce full color print or electronic advertisements in camera ready format.	Complete
Environmental Initiatives				
1.7.1	Indicate if your company has any products in your offering that have any third-party environmental certifications.	Yes		Complete
1.7.2	Describe the business's "Green" objectives (e.g. LEED Certification, reducing footprint, reuse, reduce, recycle)	Please see attachment number 1.7.2		Complete
1.7.3	Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering?	-	<p>Currently, 30% of our suppliers we're offering within our response have environmental programs. Several more are currently in the process of creating programs for their companies.</p> <p>School Specialty's entire Merchandising Team (VP, Directors, Category Managers, and Merchandise Managers) is focused on working with suppliers to improve our products and the impact on the environment. Every supplier is required to provide information on their products/company, including:</p> <ul style="list-style-type: none"> • Green Seal certification • Recycled product and content of material • Certification of wood sourcing • Participation in Leadership and Energy & Environmental Design <p>This information is utilized to make Approved Supplier/Approved Item decisions on an everyday basis.</p> <p>At School Specialty we are proud of our efforts and accomplishments in environmental stewardship, and we recognize that they are just a start. Each day we learn more about what we can do to improve and enhance our efforts to protect and preserve our environment for the benefit of generations to come. Improving on our green strategy is a never-ending process.</p> <p>School Specialty deems at least 10% of its Core Products environmentally preferable, which includes products that are:</p> <ul style="list-style-type: none"> • Made from recycled materials 	Complete
Value Add				
1.8.1	Describe any/all features of your company that you feel will provide additional value and benefit to a participating AEPA agency.		Please see attachment number 1.8.1	Complete
Disclosures				
1.9.1	Does this business have actions currently filed against it? If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and /or payment bond for projects.	-	Please see attachment number 1.9.1	Complete
References				
1.10.1	Provide contact information of your business's five largest public agency customers. Include the customer business name, contact name, title, phone number and email.	-	<p>Killeen Independent School District George E. Ybarra – Director Purchasing Services 254-336-0104 george.ybarra@killeenisd.org</p> <p>New York City Department of Education Peter Le – Procurement Mgr 718-935-4509 ple114@schools.nyc.gov</p> <p>Chicago Board of Education Bryan Forero – Director, Category Management & Academics Manager 773-553-2906 bforero@cps.edu</p> <p>Newark Board of Education Sherelle Spriggs – Director of Support Services 973-733-7259 SSpriggs@NPS.K12.NJ.US</p> <p>Portland School District Elena Beeck – Business Operations Specialist Health & Adapted/Physical Education 503-208-4425 ebeeck@pps.net</p>	Complete
75 Questions			100.00% Complete	

Question Set 2: Service Questionnaire

#	Question	Response	Comment	Status
Sales Data				
2.1.1	Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company has sold products/service in the past 3 years.	School Specialty LLC has sold and provided related services in all 31 states.		Complete
2.1.2	Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company proposes to sell in.	School Specialty LLC proposes to sell in all 31 states listed in the solicitation.		Complete
2.1.3	Please refer to the chart of participating AEPA member states in this solicitation and list the states in which your company has sales reps, distributors, or dealers.	School Specialty LLC has sales reps coverage via external or inside sales in all 31 states.		Complete
2.1.4	Does this company have an e-commerce website?	Yes		Complete
2.1.5	If yes, provide the website address.	www.schoolspecialty.com		Complete
2.1.6	If applicable, describe your company's ability to integrate into other ecommerce sites. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.)	Please see attachment 2.2.8		Complete
2.1.7	Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.	-	<p>Customer: Board of Education of the City of Chicago, Chicago IL ERP provider: Oracle Go Live Date: 2005 Sales: •2025 through 8/12/2025 oNet Sales: \$3,202,994 oElectronic Integration Sales: \$2,576,834 oPercent of Integration Sales: 80% •2024 oNet Sales: \$6,909,338 oElectronic Integration Sales: \$5,197,200 oPercent of Integration Sales: 75% •2023 oNet Sales: \$8,833,409 oElectronic Integration Sales: \$6,837,844 oPercent of Integration Sales: 77%</p> <p>Customer: Prince Georges County Public Schools, Upper Marlboro MD ERP provider: Oracle Go Live Date: 6/5/2024 Sales: •2025 through 8/12/2025 oNet Sales: \$1,452,303 oElectronic Integration Sales: \$1,323,963 oPercent of Integration Sales: 91% •2024 oNet Sales: \$2,538,500</p>	Complete
Customer Support				
2.2.1	Does this business have online customer support options?	Yes		Complete
2.2.2	Does this business have a toll free customer support phone option?	Yes		Complete
2.2.3	Does this business offer local customer and support service options?	Yes		Complete
2.2.4	State your normal delivery time (in days) and any options for expediting delivery.	-	Delivery time will vary depending on the time of receipt. Please contact your sales representative for an accurate lead time at the time of the order. School Specialty, LLC has a quickship program and a network of reliable vendor partners that we can coordinate with for expedited shipping needs.	Complete
2.2.5	State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?	-	School Specialty, LLC will notify customers of back-ordered items. Items will be filled once made available. If our vendor partner cancels the order, School Specialty LLC will partner with the customer for alternate items.	Complete
2.2.6	Describe your company's payment terms as well as any quick pay discounts.	Net 30		Complete
2.2.7	State your company's return policy and any applicable restocking fees.	Please see attachment 2.2.7		Complete
2.2.8	Describe any special program that your company offers that will improve customer's ability to access products, on-time delivery, or other innovative strategies.		Please see attachment 2.2.8	Complete
Pricing				
2.3.1	Is your pricing methodology guaranteed for the term of the contract?	Yes		Complete
2.3.2	Will you offer customized price lists to participating entities as required per the pricing terms in the AEPA Terms and Conditions?	Yes		Complete
2.3.3	Will you offer hot list pricing (optional) as described in the pricing terms in the AEPA Terms and Conditions/Specifications?	Yes		Complete
2.3.4	Will you offer volume price discounts as described in the pricing terms of the AEPA Terms and Conditions/Specifications?	Yes	Please see attachment 2.3.4 that has our tiered pricing discount structure	Complete
Competitiveness				
2.4.1	Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.	Yes		Complete
2.4.2	Is the proposed pricing LESS THAN individual customer and/or cooperatives receive? If so, indicate the percentage by which it is lower.	No		Complete
Cooperative Contracts				
2.5.1	Does your business currently have contracts with other cooperatives (local, regional, state, national)?	Yes		Complete
2.5.2	If YES, list the cooperative name and the respective expiration date(s) of your contract with the cooperative.	OMNIA - 12/31/2021/ Equals - 1/22/2028		Complete

2.5.3	If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?	-	We lead with the contract the customers request School Specialty LLC to use; however, if no contract is requested, we will review with the end user the advantages of utilizing AEPA.	Complete
2.5.4	How will your company track sales, by Member Agency, that are attributable to AEPA?		Our quoting and order entry system automatically is loaded with customers' contract information and data. When a quote is entered into the system, we select the contract and apply the pricing. When a customer order is entered into the system with the School Specialty LLC quote number utilizing the AEPA contract, it automatically converts the quote into an order capturing the AEPA sales.	Complete
Fees				
2.6.1	Do you include the administrative fee in the price of your products and/or services?	Yes		Complete
2.6.2	If not, do you add on the administrative fee as a separate fee to the final invoice to the final customer?	NA		Complete
2.6.3	Are shipping and handling costs included in the price of your products and/or services? (See Part A, Section IV, 11)	Yes		Complete
2.6.4	If not, do you add on applicable shipping and handling fees separately on invoices	N/A		Complete
2.6.5	Does your business offer leasing arrangements under this solicitation?	No		Complete
2.6.6	If yes, please indicate how the rate factor is determined and indicate any other cost factors related to leasing.	NA		Complete
31 Questions			100.00% Complete	



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 026-A

Furniture Solutions

Instructions

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

To submit the required signed forms, follow these steps:

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

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

Uniform Guidance "EDGAR" Certification Form – ***signature required**

Solicitation Affidavit – ***signature required**

Acceptance of Solicitation & Contract – ***signature required**

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

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

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

1. Violation of Contract Terms and Conditions

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

2. Termination for Cause of Convenience

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

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

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

3. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

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

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

4. Contract Work Hours and Safety Standards Act

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

5. Right to Inventions Made Under a Contract or Agreement

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

6. Clean Air Act and Federal Water Pollution Control Act

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

7. Debarment and Suspension

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

8. Byrd Anti-Lobbying Amendment

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

9. Procurement of Recovered Materials

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

10. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 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.

11. General Compliance with Participating Agencies

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

12. Governing Law; Forum Selection.

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

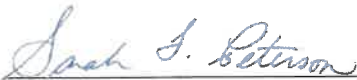
Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection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

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

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

School Specialty, LLC

Name of Business



Signature of Authorized Representative

Sarah Peterson

Printed Name

09/11/2025

Date

Solicitation Affidavit

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

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

Sarah Peterson

Authorized Representative (Please print or type)

W6316 Design Drive

Mailing Address

Assistant Secretary

Title (Please print or type)

Greenville, WI 54942

City, State, Zip



Signature of Authorized Representative

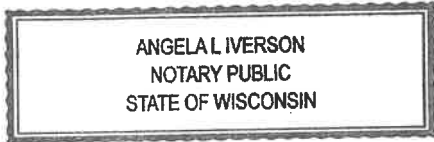
09/11/2025

Date

STATE OF Wisconsin

COUNTY OF Outagamie

SUBSCRIBED AND SWORN TO before me this 11 day of September, 2025 by
Sarah Peterson.



Angela L Iverson

Notary Public

My Commission expires: 1/21/2028

Notary ID: 213469

Solicitation Affidavit-Page 2 of 2



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. ~~PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Member Agency will provide a copy of the document to the Respondent.~~

PART I: RESPONDENT

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

Business Name	<u>School Specialty, LLC</u>	Date	<u>09/11/2025</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942</u>
Contact Person	<u>Sarah Peterson</u>	Title	<u>Assistant Secretary</u>
Authorized Signature	<u><i>Sarah J. Peterson</i></u>	Title	<u>Assistant Secretary</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Authorized Signature _____

Awarded this _____ day of _____ Contract Number _____

Contract to commence-check one
(Member Agency to select) ☐ 3/1/2026 ☐ Or _____

Exceptions & Deviations

AEPA 026-A

Furniture Solutions

Instructions

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

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

Company Information

Name of Company:	<u>School Specialty, LLC</u>
Company Address:	<u>W6316 Design Drive</u>
City, State, zip code:	<u>Greenville, WI 54942</u>
	<u></u>
Title:	<u>Assistant Secretary</u>
Phone:	<u>888-388-3224</u>
Email:	<u>bidnotices@schoolspecialty.com</u>

Exceptions & Deviations

Instructions:

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

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

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

Exhibit A

What is your company's plan, if your company were awarded the contract, to service up to 31 states (or the region awarded in a regional bid). Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

The School Specialty Contracts Team will be responsible for managing the national program throughout the term of the contract. They will be responsible for working with School Specialty Sales Leadership to foster partnerships and drive sales within the individual agencies and with AEPA as a whole. They will work with SSL Sales Leadership to ensure that their sales teams are proactively promoting the contract with AEPA participating agencies through various marketing strategies, daily transactions, and major project opportunities.

School Specialty has a large sales force that includes a network of field sellers, a dedicated furniture environments sales team, an inside sales team, and an alternate market sales team focusing on cities and counties.

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences for the most recent full year. List all conventions, conferences, and other events at which this company exhibited.

School Specialty has a large corporate marketing department that utilizes an omni-channel marketing strategy including email, social channels, catalogs, websites and direct mail. Because of the varied selection of brands that School Specialty offers, we attend major national conventions and conferences to support these brands/categories as well as state and regional conferences when appropriate.

Exhibit A

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.

School Specialty will announce the new contract on our dedicated AEPA landing page (select.schoolspecialty.com/aepe-co-op) as well as updating our dynamic email copy block with new contract information.

Because of AEPA's unique state structure, School Specialty sales and contract personnel will work with state agencies to market the new contract within the state in the best possible way for that state agency. Each AEPA agency has their own unique structure and unfortunately, what works for one does not always work for another. This unique structure already differentiates this contract from others both from a marketing and sales perspective.

Describe the ways in which your company will collaborate with AEPA Agencies to market the resulting contract. Include any contract announcements, planned advertisements, and any other direct or indirect marketing activities promoting the AEPA awarded contract. Add any supplemental materials as pdfs and label them as Exhibit A-Marketing.

- The School Specialty Contracts team will work closely with respective AEPA Member Agencies to:
- Provide co-branded marketing material to the agencies that can be utilized to send to their members.
- Where appropriate and feasible, establish a plan crafted by the School Specialty Contracts team and a representative from the agency to further awareness of School Specialty to their members through various tactics. Examples of those tactics include:
 - AEPA/State Agency co-branded School Specialty Furniture Sell Sheet with Discounts
 - AEPA/State Agency co-branded School Specialty comprehensive brochure
 - AEPA/State Agency co-branded School Specialty landing page (select.schoolspecialty.com/aepe-co-op)
- The Contracts team will work with state agency personnel and School Specialty sales personnel to establish a business review cadence to foster growth in the partnership and determine agency specific marketing, if applicable.

Exhibit A

Describe the process for how the company will launch the contract with current and potential agencies.

As stated above, School Specialty will work with each state agency to see what the best marketing is for that agency.

Describe your company's ability to produce and maintain full color print or electronic advertisements in camera ready format.

School Specialty has a large corporate marketing department with the staffing and capability to produce full color print or electronic advertisements in camera ready format.

School Specialty believes that the environment is a precious gift. We take our commitment to the environment very seriously given that our environmental choices will help teachers and the students they serve understand the importance of making such a commitment themselves.

Respecting the environment is more than a good business practice — it is the right thing to do. We understand, acknowledge, and accept our responsibility for developing sustainable practices that meet our customers' needs and our financial goals while taking into account the welfare of future generations and their dependence on a healthy environment.

School Specialty is committed to protecting and preserving the earth's natural resources. To carry out this commitment, we:

- Assist our customers with their green initiatives, promoting environmentally friendly processes that will save money while saving the planet.
- Minimize the creation of waste by encouraging and promoting reduction, reuse and recycling in all of our activities.
- Conserve natural resources by reducing our consumption of energy and water.
- Strive to increase the quantity and types of products with post-consumer recycled content that we both use in our daily operations and sell to our customers.
- Source and promote environmentally friendly products for purchase by our customers.
- Encourage the protection of endangered forests by using paper, cartons, pallets and the like produced with fiber from sustainably managed forests.
- Ensure compliance with both the letter and the intent of all applicable environmental laws and regulations.
- In our continuous effort to creating a more sustainable environment, School Specialty recently achieved Platinum Certification Status with the Green Business Bureau.

School Specialty has invested resources in 3 areas as part of our commitment to preserving and protecting the environment. These areas include catalog marketing and distribution, office and distribution center operations and merchandising. An overview of each follows:

Catalog Marketing, Distribution & Circulation:

School Specialty has partnered with LSC Communications, a leading provider of print communications for the printing of our catalogs.

LSC's sustainability approach is reflected in a variety of practices across four categories.

- Resource Efficiency – identify, measure and continuously improve efficiencies associated with consumption and use of energy, raw materials, water and other resources.
- Green Procurement – they extend their influence across the breath of the supply chain by encouraging sustainable practices among suppliers and enabling them for customers.

- Reduce, Reuse, Recycle – everyday actions taking place in manufacturing, administrative and service facilities.
- Stewardship – striving to learn and share best practices through education, communication and demonstration.

LSC has been recognized by Corporate Responsibility Officer Magazine (CRO) as one of the 10 Best Corporate Citizens in its Media category, and they have been named multiple times on the Down Jones Sustainability Index (DJSI).

Office and Distribution Center Operations

- All offices and distribution centers are required to recycle all aluminum, paper, plastic, and glass.
- Distribution center recycle all undamaged inbound cartons, corrugate and pallets.
- All purchased corrugate contains a minimum of 60% post-consumer recycled content.
- We do not accept any paper or corrugate that is sourced from forests that have been identified as endangered or “old growth” forests.
- Corrugate suppliers must obtain their fiber from forests managed under a credible forest certification scheme wherever possible or have procurement systems that are third party certified. We recognize the following certification schemes as credible: Sustainable Forestry Initiative (SFI), Forest Stewardship Council (FSC), Canadian Standards Association (CSA), Pan-European Forestry Certification (PEFC), and the American Tree Farm System (ATFS).
- School Specialty has been pursuing energy efficient upgrades at all of our facilities including environmental improvements in lighting mechanical systems (including boilers, HVAC, motors), programmable thermostats and lighting controls.
- Temperatures in all of our buildings have been seasonally adjusted:

Office:

Occupied Hours: 68 degrees

Unoccupied Hours: 60 degrees

Warehouse:

Occupied Hours: 57 degrees

Unoccupied Hours: 57 degrees

Air Conditioning (office only):

Occupied Hours: 76 degrees

Unoccupied Hours: 82 degrees

Merchandising

School Specialty’s entire Merchandising Team (VP, Directors, Category Managers, and Merchandise Managers) is focused on working with suppliers to improve our products and the impact on the environment. Every supplier is required to provide information on their products/company, including:

- Green Seal certification
- Recycled product and content of material
- Certification of wood sourcing
- Participation in Leadership and Energy & Environmental Design

This information is utilized to make Approved Supplier/Approved Item decisions on an everyday basis.

At School Specialty we are proud of our efforts and accomplishments in environmental stewardship, and we recognize that they are just a start. Each day we learn more about what we can do to improve and enhance our efforts to protect and preserve our environment for the benefit of generations to come. Improving on our green strategy is a never-ending process.

School Specialty deems at least 10% of its Core Products environmentally preferable, which includes products that are:

- Made from recycled materials
- Green Seal certified
- Energy Star rated
- Energy efficient, non-toxic, or biodegradable
- Green-Label certified to improve indoor air quality
- SCS (Scientific Certification Systems) certified
- FSC (Forest Stewardship Council) trademarked

School Specialty Litigation Summary

Pending Litigation:

- Joanna M. Mankowski vs. School Specialty, Inc. et al. Madison County Third Judicial Circuit Court, Illinois, Case # 18L702, March 06, 2019. This claim is for wrongful death related to exposure to asbestos. The plaintiff has sued a broad category of defendants. School Specialty has responded to interrogatories but has not received a response from plaintiff regarding how the alleged exposure occurred. This lawsuit is in the discovery stage, and the trial date has been postponed multiple times.

Concluded Litigation:

- Virco Mfg. Corporation v. School Specialty, Inc., U.S. District Court for the District of Delaware, Case No. 1:20-cv-906-LPS. On July 2, 2020, Virco Mfg. Corporation ("Virco") filed a lawsuit against School Specialty for patent infringement. The lawsuit primarily alleged that School Specialty is infringing on Virco's U.S. Patent Nos. 7,147,284 and 10,537,180 by manufacturing, selling, offering for sale, using, and/or importing certain products, namely the Classroom Select Inspo Rocker (including the 14 Inch, 16 Inch, 20 Inch, A+ and Chrome Frame models), the Classroom Select Inspo Floor Rocker (including the A+ Shell, A Shell, B Shell, and C Shell models), and the Classroom Select NeoClass Floor Rocker (including the A+ Shell, A Shell, B Shell, and C Shell models). In March of 2021, Virco amended the complaint to allege trade dress infringement and false designation of origin claims. In November of 2021, Virco further amended the complaint to include a claim for false designation of origin under the Lanham Act and a claim for violation of the Consumer Product Safety Improvement Act (CPSIA). This lawsuit was resolved by way of a confidential settlement agreement.
- Tunnel IP LLC vs. School Specialty, LLC, U.S. District Court for the Northern District of Ohio, Case No. 1:22-cv-00888. This lawsuit, filed on May 27, 2022, alleges that School Specialty is infringing on Tunnel IP's U.S. Patent No 7,916,877 with its Califone branded product, the PA920 Power Pro Portable PA. This lawsuit was resolved by way of a confidential settlement agreement.
- Aaron Nathaniel Douglas vs. Premier School Agendas LTD, Peel District School Board and Castlebridge Public School, Ontario Superior Court of Justice, Canada, Court File 00-19-00000626-0000, February 8, 2019. This is a product liability lawsuit related to alleged injuries sustained from the use of a Neorok stool. This lawsuit was resolved by way of a confidential settlement agreement.
- Lori Zolman v. School Specialty, Inc., Northern District of Ohio, United States District Court Case # 118CV01926. On August 21st, 2018, Lori Zolman filed a lawsuit against School Specialty for various claims related to wrongful termination. The lawsuit was resolved by way of a confidential settlement agreement.
- Coding Technologies, LLC v. School Specialty, Inc. On May 5th, 2018, School Specialty received a summons and copy of a lawsuit filed in the United States District Court for the District of Delaware.

The lawsuit is for patent infringement, regarding the use of QR codes in School Specialty catalogs. The lawsuit was resolved by way of a confidential settlement agreement.

- Carol Bailey vs. Saddleback Valley Unified School District, School Specialty, Inc. and Balfour Beatty Construction, LLC in the Superior Court, County of Orange, State of California, Court Action 30-2016-00866602-CU-PO-CJC. An invitee to a High School social function was injured on a concrete locker “mat”. School Specialty was contracted to move lockers to an adjacent area. This matter was resolved by way of a confidential settlement agreement.
- Renner v. Artcobell et al. Civil Action No.: 3:15-cv-01646-JCH. On November 10th, 2015, Keri Ann Renner filed a lawsuit against School Specialty and Artcobell/Midwest Folding, for an injury allegedly caused by a defective cafeteria table that was sold by School Specialty and manufactured by Artcobell/Midwest folding. This is an insured claim. The parties entered into a confidential settlement agreement.
- Sanders v. Lobar, Inc., et al. This lawsuit alleges that the defendants maintaining control of the safety at the construction site for Maple Manor Elementary/Middle School in Hazleton Pennsylvania did so improperly as to cause an injury to a business invitee on steel rebar. School Specialty was contracted to provide furniture for the finished classrooms and currently believes it was included in this lawsuit because all contracted parties were named as defendants. The complaint was served on October 6th, 2016. School Specialty was dismissed from this claim with no liability.
- Doyle Bruce, etc., vs. School Specialty, Inc., etc., et al., Fresno County - Superior Court, CA, Filed February 2, 2017 - Case # 17CECG00364. Mr. Bruce was let go in November of 2016 as part of SSI's sales restructuring. Mr. Bruce was a sales representative in Fresno CA. Mr. Bruce alleged age discrimination and other damages. The parties entered into a confidential settlement agreement.
- Tim Ridgway vs School Specialty, Inc. Fulton County State Court, Case # 16EV004688, October 12, 2016. This lawsuit alleged that School Specialty breached its severance agreement with Tim Ridgway. The parties entered into a confidential settlement agreement.
- Tangelo IP, LLC v School Specialty, Inc. Civil Action No. 2:17-cv-143-JRG, United States District Court for the Eastern District of Texas. The complaint alleged that School Specialty’s online digital catalogs infringe Tangelo’s, Patent, Patent No. 8,429,005. The parties entered into a confidential settlement agreement in May of 2017.

Return Policy and Restocking Fees

- Refund Policy
 - A manufacturer's return authorization is required before refunds or credits are finalized.
 - Restocking fees will be charged in accordance with the Original Manufacturer's Warranty and Return policy or a minimum of 20%. School Specialty may waive restocking fees on an order-by-order basis.
 - Customer may also be required to pay the cost of return shipping.
 - If the item is defective, it may be covered under a manufacturer warranty however a manufacturer return authorization is required and all return requests for defective products are administered based on the Original Manufacturer's Warranty Policy, subject to the rules of the manufacturer.

- Custom Furniture Returns

Custom designed furniture built to customers' specifications maybe nonreturnable unless it is defective or not built to your specifications. This may include products made to order with nonstandard fabrics, laminates, wood finishes, paint finishes, changes in dimensions or other alterations which deviate from the manufacturer standard design or offerings.

- Cancellation of Furniture Orders
 - If a customer place an order for a custom item, and cancel it after 48 hours, they may be charged 30% of the order cost for those items. School Specialty may waive restocking fees on an order-by-order basis.
- To request a return, customers follow these easy steps:
 - Contact Customer Care at 1-888-388-3224 or submit a request to School Specialty within 30 days of shipment to request an authorization number. Product returned without authorization, additional items not part of the original authorization, or products arriving in an unsellable condition will not be eligible for credit and products will not be shipped back to the customer.
 - Repack items in the original shipping carton.
 - Include a copy of the packing list, invoice, and details about what items are returning.
 - Include order and purchase order numbers for proper credit.
- Note: For installation orders, customers can contact our Project Management Team who will work directly with them to facilitate these services. If the returns are within the individual manufacturers' warranties, new product will be replaced at no charge including shipping and installation services which also includes pick-up of old product at no charge by our installation subcontractors.

School Specialty LLC Specialty Programs

- School Specialty offers a deep portfolio encompassing all the categories of product noted in this response. We merchandise a collection of the nation's leading educational products, including both proprietary and national brands. We offer an efficient method for large districts to provide both the access and availability to support classroom needs. School Specialty offers a wealth of services specifically tailored to meet the requirements and demands of public schools. We have a dedicated team of local sales representatives in specific areas field project managers that we are prepared to assign additional resources wherever necessary. We believe we are a strong partner to our customers.
- School Specialty offers its products and services through two operating groups: Learning Environments and Education Essentials and Accelerated Learning.
- The Educational Resources Group provides the industry's broadest range and deepest assortment of everyday consumables, instructional products and services to educators in the PreK-12 market. Its offerings include basic school supplies, supplemental learning products, teaching resources, physical education equipment, art supplies, classroom equipment and furniture. Educational Resources' products include both national brands and proprietary branded product. The group's well-known proprietary brands Childcraft®, Sax® Arts & Crafts, Califone®, Premier Agendas™, Classroom Select®, Sportime®, Abilitations®, School Smart®, and Projects by Design®, and Snoezelen®.
- The Accelerated Learning Group provides standards-based curriculum products, supplemental curriculum materials, instructional programs and student assessment tools. Its offerings are both comprehensive and targeted to address specific learning needs, drive improved student performance, engage learners and accelerate the learning process. A team of more than 60 product development associates create and work with an impressive stable of outside developers, authors, co-publishing strategic partners and consultants to develop educational products and solutions that satisfy curriculum standards and improve classroom teaching effectiveness.

2.2.8 Special Programs

- The Accelerated Learning Group's product lines primarily support the subject areas of science, reading and math intervention, planning and student development, and coordinated school health. Well-known product brands include Delta Education®, FOSS®, CPO Science®, Frey Scientific®, Educator's Publishing Service®, Academy of Reading®, Academy of Math®, Wordly Wise 3000®, Explode the Code®, ThinkMath®, Making Connections®, S.P.I.R.E.®, Coach Digital, and EPS® E.P.I.C.®.
- Their ability to provide these offerings across a broad range of educational categories and a suite of value-added professional services that helps save school administrators' time and money by aggregating school purchases, providing solutions for supply chain issues and back-to-school logistics, and offering construction management services.
- School Specialty has field salespersons nationally, and inside sales representatives who have their individual territories. To help support our sales team with quoting responsibilities, we have a team of 25 Quote Specialists who assist them with pricing and related requests.
- We have our own internal Marketing Department who work with various departments including our sales and internal teams to produce and publish professional marketing programs and materials.
- Our Program Management and Sales Operations teams are responsible for ensuring our sales and operations teams are fully trained on new and revised policies, processes, and procedures.
- School Specialty has a full-time staff of Merchandising Managers who are responsible for sourcing products and manufacturers. They also hold our manufacturing partners responsible for meeting and exceeding our expectations by working with them on ensuring they produce high quality items and timely shipment of our orders.

2.2.8 Special Programs

- School Specialty has 12 Senior Interior Designers on staff who provide design services for our customers national. No other competitor has the number of designers on staff that can match the experience and qualifications of our Designers.
- Concierge Order Services – for customers' furniture purchase orders that are \$12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- Delivery Services – All customers receive free, no charge inside delivery and lift gate services.



School Specialty Online: At-A-Glance

School Specialty's online platform is customizable to meet your needs. It saves you time and money, all at absolutely no cost to you.

- Our website and services are free to customers.
- Online ordering provides clear visibility to contracted pricing. Customers can manage their budgets and ensure that there are fewer mismatches between POs and invoices.
- Orders placed online are more accurate, which means fewer incorrect shipments and less time processing returns.
 - Item numbers are accurately displayed – no keying in the wrong item number by mistake.
 - Products on backorder are clearly identified.
 - Orders placed online are easily tracked on our site.
 - Invoices are available online for all billed orders
- School Specialty Online gives customers a personalized shopping experience.
 - All account activity can be seen at a glance through a user's online dashboard, including carts, orders, lists, and account notifications.
 - Customers can also create personalized shopping lists for frequently ordered items that can be shared among their peers. Many accounts have School Specialty curated Shared Shopping Lists of the specially priced items from their pricing programs (such as OMNIA, AEPA, or Market Baskets). Some customers may prefer to create their own shared shopping lists, but these can also be added by request through our Ecommerce Customer Care team.
- No need to flip through multiple printed catalogs to find what they're looking for – they can search by key word, item number, manufacturer's part number, or brand. Catalogs have also been digitized and are available at the bottom of any web page.



FEATURES

Your Pricing, Every Time: Customers never need to wonder what their price is again! When they log into our website, any contracts or pricing agreements they have with us are reflected in the net price. A customer's pricing program will be listed in their cart and on any printouts or downloads. If a customer has multiple pricing programs, logins with either the administrator and/or approver role can toggle between their programs for their best price.

One-Stop Shopping: School Specialty Online lets customers shop our wide variety of products in one convenient place. Product images let customers see exactly what they're getting, making their buying decisions easier. Reviews, similar items, and customer ratings all help users make good decisions.

Approval Workflow: Customers can create custom approval workflows and maintain user access, helping to manage both the ordering process and the district's budget.

Stock Status and Next Day Shipping: When they need it in a hurry, customers can view the status of every item in their cart. Or they can shop from our Next Day Delivery product assortment — if we don't have it today, we'll tell them when we will get it!

PO Spending Limits/Blanket Orders: Customers can enter a blanket PO in the system, then add it to our website and give their users access to it. We'll make sure no one overspends!

Customized Payment Methods: PCards? Invoice? School Specialty Online supports a choice of payment methods, while ensuring that users cannot place an order without an approved method of payment. July and/or September billing can be turned on as available options online.

Set Your Future Shipping Date: Customers can select a future shipping date online per order.

OUR SCHOOL SPECIALTY WEBSITES

To meet our customers' individual needs, we maintain several websites. Our school or business customers should always be directed to the correct site so they can take full advantage of their account benefits. Sites include:

U.S. Individual Consumers: SchoolSpecialty.com

Canadian Individual Consumers: SchoolSpecialty.ca

U.S. School or Business Customers: Select.SchoolSpecialty.com

Canadian School or Business Customers: Select.SchoolSpecialty.ca

School Specialty Online: At-A-Glance



IT'S EASY FOR CUSTOMERS TO SHOP ONLINE

To shop online, school or business customers can simply login to Select.SchoolSpecialty.com. From there, they can:

- Search by item number or product description in the search bar.
- Select items from saved or shared Shopping Lists by selecting My Lists/Shopping Lists and view categories by selecting Shop Our Products.
- Quick Order/Order By Number for quick entry of orders by item number.
- Browse a digital version of our printed catalogs, or print or email a page to enter items by number.

Two paths to online ordering

1) Customized ordering through Select.SchoolSpecialty.com Placing custom orders through our site is simple. Once customers register as a School Specialty School or Business user, they can:

- Assign users to their district account.
- Set up an approval workflow that mirrors their current process.
- View contracted pricing and access all our products without having to search through multiple paper catalogs.
- Personalize their shopping experience by creating customized shopping lists and shopping carts.
- View an online dashboard that shows all their account activity at a glance, including their carts, invoices, orders, lists, and account notifications.

2) Procurement

Procurement Integration (Punchout online ordering process) is the alternative that lets customers streamline their purchasing.

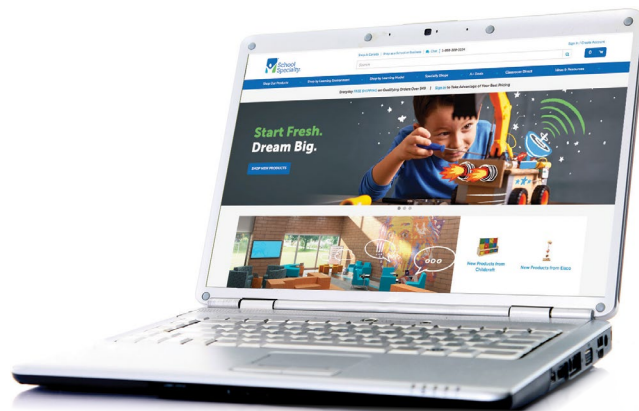
- Customers create an interface between the School Specialty website and their district's procurement system (Punchout, EDI, and many others — see the list on this sheet).
- Customers search for items and enter them the same simple way as in Option #1, and their district's procurement system remains in control of all purchasing.
- Order requisitions begin by accessing our website from directly within the district's procurement system, retrieving all line item details.
- Their buyers do NOT need their own login for the district's accounting system — the buyers remain on our site, and we send all their submitted carts to the district's punchout/procurement system.
- Any customer who needs to review carts can access our site through their accounting software punchout system, then simply click MY ACCOUNT and choose RETRIEVE CARTS. They find their buyers' cart, view it, then click RETRIEVE to instantly see all the line items in their accounting software requisition!



SCHOOL SPECIALTY CAN WORK WITH ALL THESE PROCUREMENT SYSTEMS

And many more. Don't see your procurement system? Contact our Ecommerce Enablement Team.

Aptafund
Ariba / SAP Network
CommBuys Massachusetts
CoreXpand
Coupa
Cribellum
EqualLevel
Escape
ESM Solutions
Frontline
Jaggaer
Keystone
Lawson Infor
LINQ ERP / Alio
nVision by Finance Manager
Oracle
Oracle Fusion
Peoplesoft
PowerSchool Business Plus
PowerSchool Efinance Plus
SAP
SCView / Strategic Solutions
Skyward
Smart Finance
Spendbridge
Tyler Infinite Visions / ERP Pro
Tyler Munis
Varis / Buyer Quest
Wincap
Workday



School Specialty Online: At-A-Glance

SHOPPING ONLINE PROVIDES ACCESS TO ALL OF OUR BRANDS



OUR FAMILY OF BRANDS



YOUR ECOMMERCE TEAM

Senior Manager, Commerce Enablement and Support

Debbie Dice

Debbie.Dice@SchoolSpecialty.com

Commerce Enablement Manager

Gina Provenzale

Gina.Provenzale@SchoolSpecialty.com

Senior Manager, Commerce Punchout Enablement

Kurt Vanhandel

Kurt.Vanhandel@SchoolSpecialty.com

ECOMMERCE CUSTOMER CARE (ECC)

WebSupport@SchoolSpecialty.com

Call: 888-388-3224, Monday to Friday, 7 am-5 pm CST

Chat Online: Monday to Friday, 7 am - 5 pm CST

Value Add

- **Professional Development** - Professional Development is available in multiple formats to fit the individual needs of you and your educators. Live or recorded webinars, in-person half and full-day sessions, we can design something specifically for you. General topics are available for all categories. These include, but are not limited to: Sunlight, Shimmer and Shadow as Art Techniques, Integrating STEAM, How to Create a Makerspace in Your School, Including Sensory Solutions in the Classroom, Understanding Sensory Processing as Part of Universal Design, 10 Terrific Tips to Promote Good Fine Motor Skills, Nutrition Education, Proven Strategies for Making PE Fun, Engaging & Meaningful, PE Strategies for a Quality Program, Modular Robotics: Constructing Explanations and Designing Solutions at K-8, Adapted Art/ Inclusive Art, Community of Artists.
- **Projects by Design (PbD)** – is our turnkey, collaborative and complimentary service designed to help customers with their new construction, large renovation projects. We work with the school districts from initial discovery to final installation and beyond. Our PbD program is a no cost, free service offered to our customers to help them navigate easily and more efficiently with their larger projects. Please see the attached Project Approach information that provide more detail regarding our approach to projects. We also utilize elements of the program for small, daily transactional orders requiring installation and project management services.
 - On a project-by-project basis, we can provide furniture inventory service which includes evaluation and grading of existing furniture. Detailed inventory reports by furniture type and condition are provided along with replacement options and estimated costs. This service allows districts to determine furniture replacement budgets and timelines. This service is negotiated based on current market labor rates, needs, and is typically non prevailing wage. The user agency and School Specialty shall agree to the terms and final cost.

At the end of this section please see additional information, Project Approach, on this program.

Value Add

- **Design Services** – We offer free design services regardless of if the members projects are small or large. We offer 2D, 3D, renderings, and space planning, and lab planning for all areas of the K-12 learning environment.
- **Concierge Order Services** – for customers' furniture purchase orders that are \$12,000 or greater, and do not require installation or project management services, School Specialty now has a program called "Concierge Order Management." Our Concierge Project Management Teams manage the orders from order entry to final delivery. Our team will enter the orders, proactively provide shipping reports to the customers, resolve any service-related issues, and answer any questions related to the concierge orders. In 2023, the Concierge Project Management team managed 2,051, and our customers greatly appreciated this new program as they did not have to call into Customer Care asking for ship dates or to report service issues. They had one point of contact on the Concierge team who worked with them directly.
- **Delivery Services** – All customers receive free, no charge inside delivery and lift gate services.
- **Sensory Rooms** – School Specialty can create Sensory Rooms for Special Education classrooms utilizing product from our proprietary brand, Snoezelen. Because each child with special needs has different needs, the products in a sensory room can vary which means they may need to be customized in manufacturing; thus, the items are not on a product list. The school district can contact their local School Specialty sales representative for product selection and pricing.
- **Achieve It!** – Achieve It! is our new instructional solutions brand with resources in math, English language arts, and more. These tools are designed to light the spark that lets all learners shine to their full ability.



PROJECT APPROACH



projects **by design**®

Design, project management, & more

Projects by Design is our turnkey, collaborative, and complimentary service designed to help you envision and install dynamic, future-ready learning spaces.

We support you every step of the way from initial discovery to design, delivery to development, through installation and beyond.

We can be your single source for products, design, and project management resulting in one P.O. for your entire project.



projects **by design**®



Our proven process



DISCOVER

Discovery meeting, project roadmap, alignment on budget and vision.



DESIGN

Design and product recommendations presented in detailed color renderings. Final price proposals — detailed room-by-room.



DELIVER

On site supervision of the entire post-award process and management of all logistics.



DEVELOP

A variety of half- and full-day courses to help you get the most out of your new environments.



Coding Mornings
Learning Goals:

- to work together
- to problem solve
- to talk through your learning
- to listen to each other
- to learn something new
- to have fun!



DISCOVER



DISCOVER

Because our focus is on achieving YOUR unique objectives and bringing YOUR instructional vision to life, the Discover phase is all about getting to know you and understanding your needs.

An initial kick off meeting will review both high level strategy and the all-important executional details.

- STRATEGIC VISION SESSION
 - Review typical environments for each type of space needed
 - Develop a picture of your vision
 - Connect instruction to the environment
 - Identify essential elements for each environment
- SCOPE & REQUIREMENTS REVIEW
 - Review requirements of each area based on:
 - instructional activity and intent
 - storage requirements
 - functions
 - technology and architectural considerations
 - If needed, conduct inventory of existing furniture to assess condition and determine what can be reused





DISCOVER

We have identified 6 Essential Design Elements® critical to help transform a space into a dynamic, future-ready learning environment. These serve as our guiding principles to determine your needs and the possibilities for your spaces.



CHOICE: When students have choices, they become more engaged. Provide a variety of seating, tables with variable heights, and a range of colors that inspire.



CONNECTION: Collaboration is the fuel that powers social energy. Create spaces that encourage interaction between students, teachers, peers, and ideas.



COMFORT: Comfortable students feel confident to explore and discover. Fill a space with ergonomic furniture, appropriate lighting, optimal air quality, and watch them go.



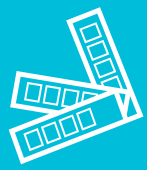
STIMULATION: Active learning design doesn't just allow physical movement, it helps the mind swivel to attention, encouraging thinking, focus and exploration.



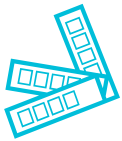
VERSATILITY: One space can serve many purposes. Create environments that can adjust across modes and activities by selecting furniture you can remix and rearrange.



TECHNOLOGY: Tech is everywhere... and that's where students need to be able to use it. Wire and equip rooms, and even furniture, to allow for learning and charging.



DESIGN



DESIGN

A LOCAL DESIGN PARTNER SUPPORTED BY A NATIONAL TEAM

We know there is no substitute for in-person partnership. **Designer name**, who lives right in **location**, will be your dedicated designer. She will be supported by **X additional designers in region name**.



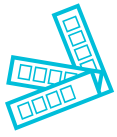
18
DESIGNERS
across the US

300+
years of
combined experience

LEARNING ENVIRONMENT EXPERTISE

understanding the need for
different types of learners and
learning environments

All design services are
COMPLIMENTARY



DESIGN

CAPABILITIES

Our expert team of interior designers offer an extensive menu of capabilities to meet your needs.

Strict adherence to timelines & lead times

Designs for a variety of learning environment types

Thought leadership

Custom designs

Consultative, collaborative approach

Space planning & design

Designs within budget

Product & design application knowledge

Student-centered, activity-based solutions

Inventory assessment for reuse

School district needs assessment

CET drawings, renderings & fly thru video

Attention to client's goals & vision

Project presentations & call outs

Designs to accommodate different types of learners

Solutions that align with instructional intent/ pedagogy

Product specification

Color & material selections

School district furniture standards

Code compliance

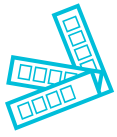
Architect collaboration to ensure design integrity alignment

RFP/RFQ

Coordination with trades

Installation documentation

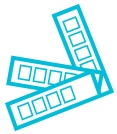
Product recommendations



DESIGN PROCESS

SCHEMATIC DESIGN	DESIGN DEVELOPMENT	DESIGN DOCUMENTATION	PROJECT COMPLETION
<ul style="list-style-type: none">• Review learnings from Discover phase• Recommend initial design concepts• Verify<ul style="list-style-type: none">- Critical dimensions- Multiple stakeholder agreement	<ul style="list-style-type: none">• Finalize Design• Check specifications• Prepare for installation	<ul style="list-style-type: none">• Confirm layouts against site conditions• Prepare installation packet	<ul style="list-style-type: none">• Provide post-installation materials
<p>DELIVERABLES</p> <ul style="list-style-type: none">• Layout with CET computerized smart furniture symbols• Space plan with furniture selections• Initial finish recommendations• Colors and materials design board• Initial budget and timeline	<p>DELIVERABLES</p> <ul style="list-style-type: none">• 3D renders• Detailed product information, including furniture & finish call outs• Furniture plans• Product/finish selections	<p>DELIVERABLES</p> <ul style="list-style-type: none">• Detailed product specification list• Installation drawings• Room by room list for product staging• Color coded plans to show item location	<p>DELIVERABLES</p> <ul style="list-style-type: none">• As built drawing if needed• Project folder including• Submittals

Exact steps and deliverables dependent on scope



DESIGN

SCHEMATIC DESIGN

WHAT WE DO:

In this step, the information and insight we gathered during the Discover Phase is used to develop initial designs.

This is a collaborative process where we work together to refine the project goals and narrow in on the best solutions for you.

DELIVERABLES:

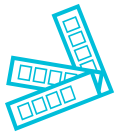
- Space plan & furniture layout
- Initial product selections
- Initial colors and materials
- Initial budget and timeline

SCHEMATIC
DESIGN

DESIGN
DEVELOPMENT

DESIGN
DOCUMENTATION

PROJECT
COMPLETION



DESIGN

DESIGN DEVELOPMENT

WHAT WE DO:

In this step, we bring the initial schematic designs to life, and work with you to finalize all aspects of the design.

DELIVERABLES:

- 3D renders that let you see how the room(s) will look and feel
- Detailed product information, including furniture & finish call outs
- Furniture plans
- Product/finish selections

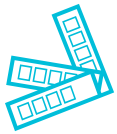


SCHEMATIC
DESIGN

DESIGN
DEVELOPMENT

DESIGN
DOCUMENTATION

PROJECT
COMPLETION



DESIGN

DESIGN DOCUMENTATION

WHAT WE DO:

Once designs are approved, we assemble a toolkit with everything needed for you, the project managers, and installers to ensure successful ordering, delivery, and installation.

DELIVERABLES:

- Detailed product specification list
- Installation drawings
 - Dimensions, room #s, product #s, safety codes, and notes for staging and furniture placement
- Room by room list for product staging
- Color coded plans to show item location

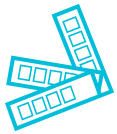


SCHEMATIC
DESIGN

DESIGN
DEVELOPMENT

DESIGN
DOCUMENTATION

PROJECT
COMPLETION



DESIGN

PROJECT COMPLETION

WHAT WE DO:

Our service doesn't stop when the project ends. Post-installation, we will give you all the materials pertaining to your project and also store a comprehensive project folder at School Specialty so that we can continue to meet your needs for the completed project, and all future projects.

DELIVERABLES:

- As built drawing if needed
- Project folder including
 - Computerized installation drawings
 - Specifications
 - Finishes and color selections
 - Photographs
- Submittals

SCHEMATIC
DESIGN

DESIGN
DEVELOPMENT

DESIGN
DOCUMENTATION

PROJECT
COMPLETION



DELIVER



DELIVER

PROJECT MANAGEMENT PROCESS

Our expert team is here to manage every aspect of your installation. You will have a **dedicated, on-site project manager** who will oversee a trusted team to ensure your project is on time, in budget, and completed to your satisfaction.

PRE-INSTALLATION	INSTALLATION	POST-INSTALLATION
<ul style="list-style-type: none">• Gather documentation: Review comprehensive installation toolkit from design team<ul style="list-style-type: none">- Specifications- Installation drawings- Call outs for approved layout, products, and finishes- Room by room• Walk through 4-6 weeks in advance to plan all logistics and evaluate site readiness, offloading & staging logistics. Includes: Installer, Field Project Manager, Sales Team, Construction Superintendent, and School Representative	<ul style="list-style-type: none">• Weekly project meetings to track timing, tasks, and ensure scheduled deliveries are on time.• Daily communication providing punch list report, completion status, any last-minute shipping delays• Punch list walk through when the installation is almost complete. Punch-list resolution plan is put in place	<ul style="list-style-type: none">• Final walk-through with Installer, Field Project Manager, and School Representative• Punch list resolutions managed by your personal representative• Monthly touch base through year 1. Your representative will walk the site to determine any warranty issues and evaluate the furniture.

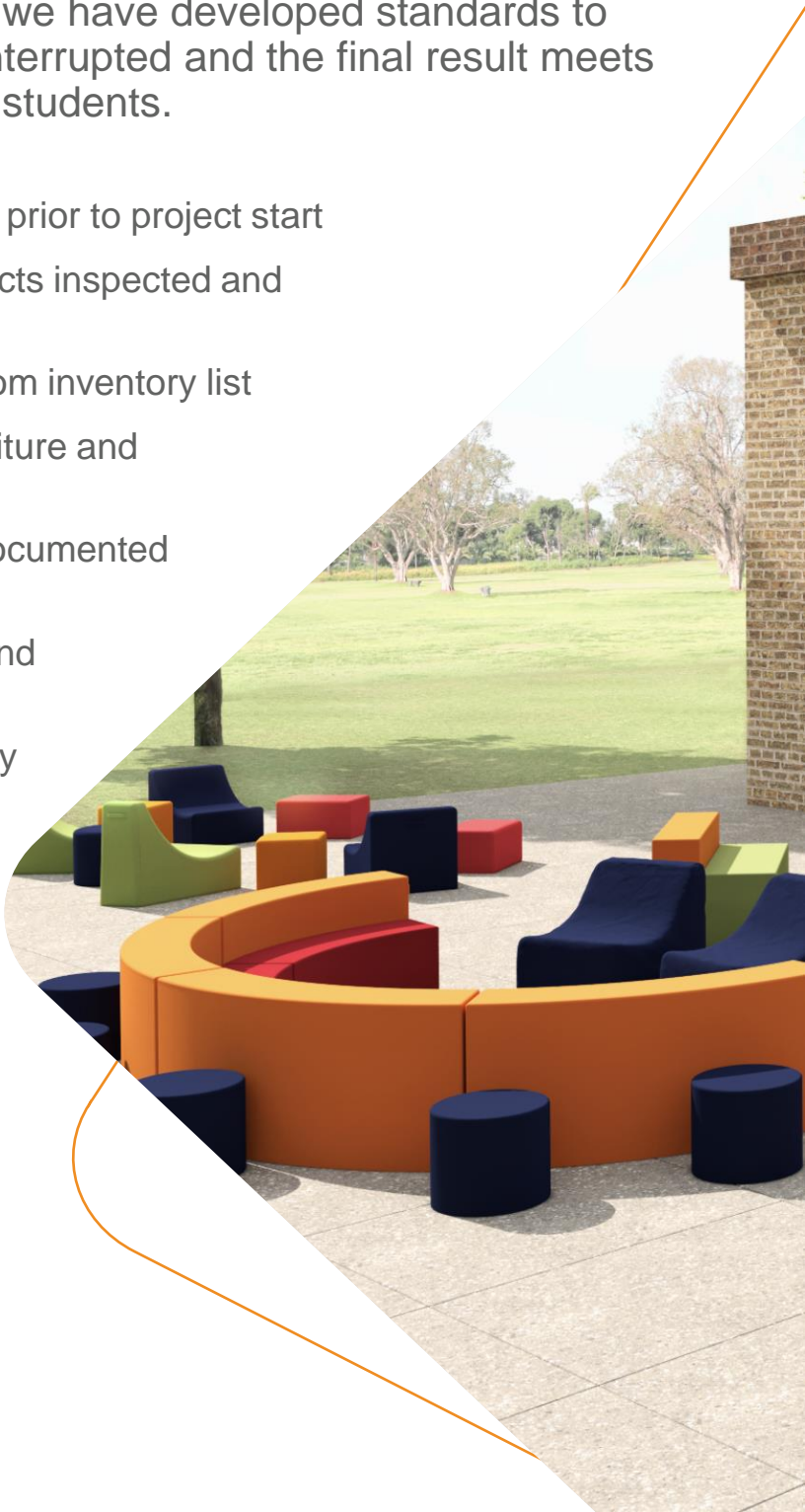


DELIVER

STRICT STANDARDS TO ENSURE YOUR SATISFACTION

At School Specialty, working with schools is all we do. Over hundreds of successful projects, we have developed standards to ensure the school day is never interrupted and the final result meets the needs of you, your staff, and students.

- **Floor, wall, & elevator protection** prior to project start
- **Unloading & receiving** with products inspected and issues documented with photos
- **Set in place**, following room-by-room inventory list
- **Assembly & inspection** of all furniture and equipment so it is ready to use
- **Punch list items identified** and documented daily to Project Manager
- **Punch list reviewed** with school and signed before crew's departure
- **Site cleaned** at the end of each day
- **Daily trash removal**
- **Product staged** in an approved area



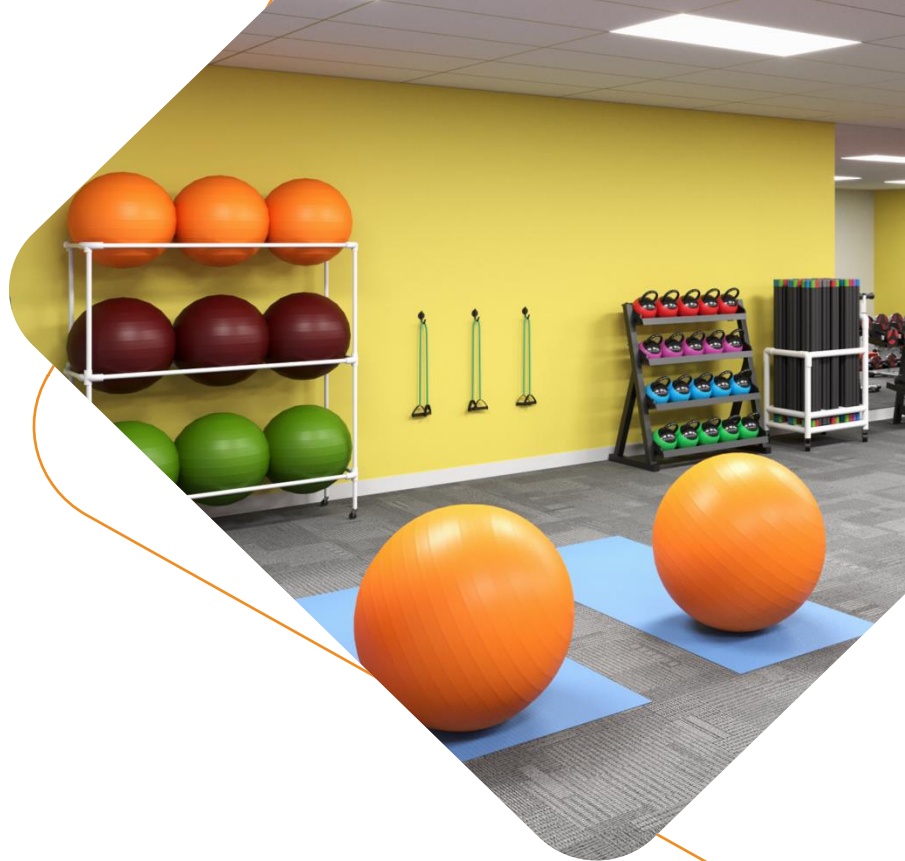


DELIVER

ROBUST SUPPORT RESOURCES

As a large, national company, School Specialty is able to offer robust resources and services. Along with your dedicated project manager and local team, we support you with:

- **Trusted installer network** of approved, local partners
- **Custom software system** to manage and track projects, providing timely and accurate information
- **Network of transportation providers** to ensure deliveries are well cared for and arrive on-time
- **Dedicated customer support teams** to assist you at any time
- **Dedicated accounting department** for accounts payable and receivable support
- **EDI capabilities** to streamline invoicing





DEVELOP



DEVELOP

It's hard to stay current on ever evolving techniques and teaching styles. We support you with a variety of professional development courses taught by former educators, administrators, and researchers offering practical tips and inspiration to help you get the most out of your learning environments.

This phase is ready when you are – before or after installation, to inspire or train.

Our offerings continually evolve and expand as we stay on top of the latest learnings. Current half- and full-day courses include:

- Designing Innovative Learning Spaces
- Culture and Climate in the Student-Centered Classroom
- Incorporating Authentic Student Voice and Choice in the Classroom
- Building a Culture of Collaboration
- Instructional Strategies for Innovative Learning



CERTIFICATE OF LIABILITY INSURANCE

9/1/2026

DATE (MM/DD/YYYY)

9/2/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME:
	PHONE (A/C, No, Ext):
INSURED 1481942 SSI Parent, LLC DBA School Specialty, LLC W6316 Design Drive Greenville WI 54942	FAX (A/C, No):
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Twin City Fire Insurance Company	NAIC # 29459
INSURER B: Trumbull Insurance Company	27120
INSURER C: ACE American Insurance Company	22667
INSURER D: --- SEE ATTACHMENT ---	
INSURER E: QBE Insurance Corporation	39217
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21006445 **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	83 CES OF00AG	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	83UENBP5WGH	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	See Attached			EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ XXXXXXXX E.I. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.I. DISEASE - POLICY LIMIT \$ XXXXXXXX
C E	Cyber Liability Excess Cyber	N	N	D98254742 130001207	9/1/2025 9/1/2025	9/1/2026 9/1/2026	Limit: \$5,000,000 Ret. \$250,000 Limit: \$5,000,000 xs \$5,000,000

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

Additional Named Insureds: School Specialty, LLC, SSI Parent, LLC, SSI Canada, Inc., Bird-in-Hand LLC, School Specialty Canada, Ltd. FlagHouse, LLC

CERTIFICATE HOLDER

CANCELLATION See Attachment

21006445

Evidence of Insurance

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

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Excess Limits

\$5,000,000 : 83 XS ON000R Issuing Co: Twin City Fire Insurance Company.

9/1/25-9/1/26 **NAIC: 29459**

\$5,000,000 x \$5,000,000: Policy# CX00XDM24 Issuing Co: Aspen American Insurance Company.

9/1/25-9/1/26 **NAIC: 43460**

\$15,000,000 x \$10,000,000: Policy #: 42-XSF-100045-12 Issuing Co: National Fire & Marine Insurance Company.

9/1/24-9/5/25 **NAIC: 20079**

\$15,000,000 x \$25,000,000: Policy #7976-73-69 Issuing Co: Federal Insurance Company.

9/1/24-9/5/25 **NAIC: 20281**

\$10,000,000 x \$40,000,000: Policy #XS1167124 Issuing Co: Certain Underwriters at Lloyd's, London

9/1/24-9/5/25 **NAIC: 32727**



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1783756

DATE (MM/DD/YYYY)
08/21/2025

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 LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME:	
	PHONE (A/C, No, Ext): 888-828-8365	FAX (A/C, No):
INSURED SCHOOL SPECIALTY, LLC Frey Scientific LLC, Triumph Learning W6316 DESIGN DR GREENVILLE, WI 54942-8404	E-MAIL ADDRESS: insperitycerts@locktonaffinity.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Indemnity Insurance Company of North America	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC # 43575		

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A X	C7391081A	10/01/2025	10/01/2026 X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.
30 DAY NOTICE OF CANCELLATION APPLIES

CERTIFICATE HOLDER**CANCELLATION**

SCHOOL SPECIALTY, LLC
W6316 DESIGN DR
GREENVILLE WI 54942

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

Workers' Compensation and Employers' Liability Policy

Named Insured SCHOOL SPECIALTY, LLC Frey Scientific LLC, Triumph Learning W6316 DESIGN DR GREENVILLE, WI 54942-8404	Endorsement Number
	Policy Number Symbol: WLR Number: C7391081A
Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement 10/01/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. (☒) Specific Waiver

Name of person or organization:
SCHOOL SPECIALTY, LLC

W6316 DESIGN DR

GREENVILLE, WI 54942

(☐) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED



Authorized Representative

NOTICE TO OTHERS - SPECIFIC PARTIES

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C.** The notice of cancellation is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** The provisions of this notice do not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
SCHOOL SPECIALTY, LLC		W6316 DESIGN DR
		GREENVILLE, WI 54942



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1783756

DATE (MM/DD/YYYY)

08/21/2025

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 LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME:	
	PHONE (A/C, No, Ext): 888-828-8365	FAX (A/C, No):
INSURED SCHOOL SPECIALTY, LLC Frey Scientific LLC, Triumph Learning W6316 DESIGN DR GREENVILLE, WI 54942-8404	E-MAIL ADDRESS: insperitycerts@locktonaffinity.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Indemnity Insurance Company of North America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C7391081A	10/01/2025	10/01/2026 X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.
30 DAY NOTICE OF CANCELLATION APPLIES

CERTIFICATE HOLDER

SCHOOL SPECIALTY, LLC
W6316 DESIGN DR
GREENVILLE WI 54942

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

Workers' Compensation and Employers' Liability Policy

Named Insured SCHOOL SPECIALTY, LLC Frey Scientific LLC, Triumph Learning W6316 DESIGN DR GREENVILLE, WI 54942-8404	Endorsement Number
	Policy Number Symbol: WLR Number: C7391081A
Policy Period 10/01/2025 TO 10/01/2026	Effective Date of Endorsement 10/01/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. (☒) Specific Waiver
Name of person or organization:
SCHOOL SPECIALTY, LLC

W6316 DESIGN DR

GREENVILLE, WI 54942

- (☐) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED



Authorized Representative

NOTICE TO OTHERS - SPECIFIC PARTIES

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C.** The notice of cancellation is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** The provisions of this notice do not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
SCHOOL SPECIALTY, LLC		W6316 DESIGN DR
		GREENVILLE, WI 54942



Association of Educational
PURCHASING AGENCIES

Recommendation for New Contracts

AEPA 026-A Furniture Solutions

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

Metadil USA Corp due to an incorrect marketbasket.
Flexxform Designs due to an incorrect marketbasket.
Blockhouse Company Inc. due to an incorrect marketbasket.

Solicitations rejected DURING Category Committee evaluation with cause for rejection:

COE Distributing	Limited offerings to its own brand OfficeSource sold through a dealer network.
Hertz Furniture	Offering limited manufacturing lines (45 total, 9 of which are unique).
Meteor Education	Combined marketbasket total ranked seventh. Offering limited manufacturing lines (65 total, 14 of which are unique).
Office Essentials	Offering limited manufacturing lines (32 total, 8 of which are unique).
Schools In	Discount structure is not advantageous. Average discount is less than 10% on all manufacturer lines. 88% of manufacturer lines are at 5% and those lines are offered by other vendors at a higher discount.

Methodology Used by the Committee for Determination:

- _____ Low responsive and responsible Respondent(s) based on the attached price tabulation.
- _____ Low responsive and responsible Respondents(s) based on the attached market basket study tabulation.
- X Responsive and responsible Respondent based on specialty offerings or value.

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

#1 Quill LLC	The largest offering of manufacturers (including 284 unique lines) and the lowest combined marketbasket.
#2 National Business Furniture	Offering a broad offering of manufacturer lines (including 140 unique lines) at competitive pricing. Also offers design and project management services for a fee.
#3 School Specialty	A broad offering of manufacturer lines (77 total, including 33 unique lines) with free design services and installation services for a fee.
#4 Lakeshore Learning	Manufacturer that sells their own manufactured line of classroom/instructional furniture.
#5 AmTab	Manufacturer of specialty furniture for cafeteria/multi-use areas of a building.
#6 Demco	Offering products specifically for library/media centers and their proprietary line.

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

Office Essentials
Schools In
Quill LLC

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from:
COE Distributing; Hertz Furniture; Meteor Education; Office Essentials; and Schools In

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:
AmTab; Demco; Lakeshore Learning; National Business Furniture; School Specialty; and Quill LLC

Committee Members

Committee Chair – Name & Signature: Melissa Mattson, MN *Melissa Mattson*

Committee Member: Meghan Cropp, WI

Committee Member: Dave Puyear, MT

Committee Member: Tina Smith, KS

From Part A, IV Category Specifications, 11. Part F - Pricing Workbook

Office Market Basket for Evaluation was Required for a vendor wanting to supply office related furniture

Classroom/Instructional Market Basket for Evaluation was Required for a vendor wanting to supply classroom/instruction related furniture.

Bid pricing will be evaluated on a combination of items from the Pricing Schedule and Market Baskets for Evaluation.

Pricing evaluation may include considerations, other than product cost, including the total cost of the acquisition and whether the Proposer's offering represents the best value.



Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name	<u>School Specialty, LLC</u>	Date	<u>09/11/2025</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942</u>
Contact Person	<u>Sarah Peterson</u>	Title	<u>Assistant Secretary</u>
Authorized Signature	<u><i>Sarah J. Peterson</i></u>	Title	<u>Assistant Secretary</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	<u>Executive Deputy Director</u>		
Authorized Signature	<div style="border: 1px solid black; padding: 2px;"> DocuSigned by: <u>Jane Eastes</u> <u><i>Jane Eastes</i></u> 6D9BB132BB3040A... </div>		
Awarded this	<u>23rd</u>	day of	<u>December</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> 3/1/2026	<input checked="" type="checkbox"/> Or	<u>12/23/25</u>
Contract Number		<u>026-A</u>	



Acceptance of Solicitation & Contract

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

PART I: RESPONDENT

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

Business Name	<u>School Specialty, LLC</u>	Date	<u>09/11/2025</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942</u>
Contact Person	<u>Sarah Peterson</u>	Title	<u>Assistant Secretary</u>
Authorized Signature	<u><i>Sarah J. Peterson</i></u>	Title	<u>Assistant Secretary</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>North Dakota Educators Service Cooperative</u>
Authorized Representative	<u>DocuSigned by: Jane Eastes Executive Deputy Director</u>
Authorized Signature	<u><i>Jane Eastes</i></u> <small>6D9BB132BB3040A...</small>

Awarded this	<u>23rd</u>	day of	<u>December</u>	Contract Number	<u>026-A</u>
Contract to commence-check one (Member Agency to select)			<input type="checkbox"/> 3/1/2026	<input checked="" type="checkbox"/> Or	<u>12/23/25</u>