

Solicitation Audit Checklist

Proposal:	AEPA 026-C LED Lighting Equipment & Supplies
Awarded Vendor(s):	Facility Solutions Group
Award Date:	12/23/25
Contract Number:	026-C

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: iMzSypfVu6ogxRBsFxXj

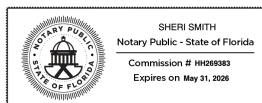
PUBLISHER ID: COL-ND-2022

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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1:30 p.m. ET, September 16, 2025
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7/30, 8/6 - COL-ND-2022



Forum Communications Company

MN Affidavit No. Hj1WDql19Q2onKcP1sVx

AFFIDAVIT OF PUBLICATION

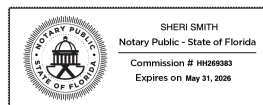
State of Florida, County of Broward, ss:

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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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 debt secured by said 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 mortgageor(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 mortgageor(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 exc 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



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 & Cool. No APP Fee. 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 neighborhood. 763-260-3111 please text

Mortgage Foreclosures

PRODUCTION, AND ARE ABANDONED.

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

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgagee

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

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

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

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgagee

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

25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for March 18, 2025, at 10:00 AM, has been postponed to April 22, 2025, at 10:00 AM, and will be held at sheriffs main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

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

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: April 1, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgagee

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

25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for April 22, 2025, at 10:00 AM, has been postponed to May 27, 2025, at 10:00 AM, and will be held at sheriffs main address Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415.

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

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: May 2, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgagee

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

25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for April 24, 2025, at 10:00 AM, has been postponed to May 27, 2025, at 10:00 AM, and will be held at sheriffs main address Dakota County Law Enforcement Center, 1580 Hwy 55, Lobby S-100, Hastings, MN 55033.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by May 27, 2025, at 10:00 AM, and will be held at sheriffs main address Dakota County Law Enforcement Center, 1580 Hwy 55, Lobby S-100, Hastings, MN 55033.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by May 27, 2025, at 10:00 AM, and will be held at sheriffs main address Dakota County Law Enforcement Center, 1580 Hwy 55, Lobby S-100, Hastings, MN 55033.

Mortgage Foreclosures

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

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

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

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

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: June 25, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgagee

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

25-118428

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for August 5, 2025, at 10:00 AM, has been postponed to November 4, 2025, at 10:00 AM, and will be held at sheriffs main address Dakota County Law Enforcement Center, 1580 Hwy 55, Lobby S-100, Hastings, MN 55033.

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

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: July 31, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgagee

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

25-118428

8/6/25 Star Tribune

25-118593 NOTICE OF MORTGAGE FORECLOSURE SALE

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

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

DATE OF MORTGAGE: April 7, 2020
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$338,594.00

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

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.
TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

MIN#: 100820997683417045

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE: Caliber Home Loans, Inc.

SERVICER: NewRez LLC, d/b/a Shellpoint Mortgage Servicing

DATE AND PLACE OF FILING: Filed April 17, 2020, Dakota County Recorder, as Document Number 3365304

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

LEGAL DESCRIPTION OF PROPERTY: Lot 20, Block 2, COUNTRY HILLS 3RD ADDITION

PROPERTY ADDRESS: 14077 Dane Avenue, Rosemont, MN 55068

PROPERTY IDENTIFICATION NUMBER: 34-18302-02-200

COUNTY IN WHICH PROPERTY IS LOCATED: Dakota

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

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

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

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

PLACE OF SALE: Sheriff's Main Office, Dakota County Law Enforcement Center, 1580 Hwy 55, Lobby S-100, Hastings, MN 55033

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

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: July 31, 2025
Lakeview Loan Servicing, LLC
Assignee of Mortgage

LOGS Legal Group LLP
Tracy J. Halliday - 034610X
LOGS Legal Group LLP
Attorneys for Mortgagee

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

25-118428

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Mortgage Foreclosures

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

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for May 27, 2025, at 10:00 AM, has been postponed to July 1, 2025, at 10:00 AM, and will be held at sher

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-C LED LIGHTING SUPPLIES AND EQUIPMENT

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=DOTCZooyJWXAubz66IBckFnr80xp4.1>

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 and deliver the required supplies, materials, and equipment to all participating member states (up to 31) in the category of LED Lighting Supplies and Equipment.

- a. Contractor(s) will respond to requests from a number of different types of educational, governmental and public institutions seeking LED lighting supplies and equipment.
- b. These parts and supplies will include but are not limited to: interior LED fixtures (troffers, panels, high/low bays, etc.), exterior LED fixtures (wall packs, parking lot lights, floodlights, street lights, etc.), LED replacement lamps (tubes, bulbs, etc.), lighting controls and sensors (occupancy sensors, daylight harvesting systems, dimmers, etc.), mounting accessories and compatible hardware, decorative lighting, linear lighting, and retrofit kits.
- c. Services are not required to be included in responses to this IFB; however, they may be offered as optional, value-added components. Examples of such services include, but are not limited to, installation, design, and energy audits.

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

AEPA and its Member Agencies prefer to award a single vendor that offers a comprehensive range of LED products. However, recognizing that some bidders may specialize in specific areas of LED supply and equipment, Member Agencies may consider making multiple awards if the lowest and best value bids come from vendors focused on a particular subset of offerings, such as interior LED lighting, exterior lighting, retrofit solutions, etc.

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 Pricing.

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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	No	
Indiana	Yes	
Iowa	Yes	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	No	
Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	No	
New Mexico	Yes	
North Carolina	Yes	
North Dakota	Yes	SD
Ohio	Yes	
Oregon	Yes	
Pennsylvania	Yes	DE, HI, MD, NY, DC
South Carolina	Yes	NC
Texas	Yes	
Virginia	Yes	
Washington	Yes	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD,UT

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

4. Anticipated Volume

LED lighting products and equipment is a currently held category for AEPA. The resulting bid will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately four million dollars (\$4,000,000) 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. Glossary of Terms and Abbreviations

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

- a. **Product Category:** The type of LED technology. Respondents should note, by product, the type of technology: lamp, bulb, fixture, driver, retrofit kit, etc.
- b. **Product Description:** A description of the product assigned by the manufacturer or private labeler to a product for sales and marketing purposes.
- c. **Manufacturer (Brand):** An identifier assigned by the manufacturer or private labeler to a product or family/series of products for sales and marketing purposes.
- d. **Manufacturer SKU:** A distinguishing identifier, usually alphanumeric, assigned to a product by the manufacturer or private labeler.
- e. **Vendor SKU:** A distinguishing identifier, usually alphanumeric, assigned to a product by private labeler or reseller.
- f. **Warranty (Years):** The number of years the product is covered under the manufacturer's warranty. For this IFB, all products submitted must include, at minimum, a full 5-year replacement warranty.
- g. **Rated Life (Hours):** The estimated time for the product's light output to decrease light by 30%. This IFB requires that all products submitted maintain 70% of their initial light output when they reach their rated life hours. For this IFB, all products submitted shall have a rated life of $\geq 25,000$ hours.
- h. **Base Type:** The connector at the bottom of the bulb or end of a lamp.
- i. **Voltage:** The electrical potential difference between oppositely charged conductors.
- j. **Energy Used (Watts):** The electrical power needed for the product to operate.
- k. **Lumens (Brightness):** A unit of measure of the luminous flux or quantity of light emitted by a source; more lumens = more light.
- l. **Efficacy:** The total luminous flux emitted by the light source divided by the lamp wattage; expressed in lumens per watt (lm/W). For this IFB, all products submitted must have an efficacy of ≥ 90 .
- m. **Color Rendering Index (CRI):** The measure of color quality and representation of the degree of color shift objects undergo when illuminated by the light source as compared with the color of those same objects when illuminated by a reference source of comparable color temperature. The higher the CRI (max. 100), the better appearance. This IFB requires all products submitted to have a CRI ≥ 80 .
- n. **Color Temp. (Kelvin):** A description of the "color" of a light source measured on the Kelvin (K) scale. Lower values (2700 -3000K) mean white light has a warmer (yellow-red) tone, while higher kelvin (4100-6500K) means the white light has a cooler (blue) tone.
- o. **Dimmable:** Indicates if the product manufacturer claims that the lamp is dimmable and meets the requirements in the specification. This IFB requires respondents to note if the product is dimmable.
- p. **Indoor or Outdoor:** The application and environment in which the luminaire is intended to be used. This IFB requires respondents to note if the product is intended for indoor or outdoor use.
- q. **LED (Light Emitting Diode):** A semiconductor diode that emits light when conducting current and is used in electronic equipment, especially for displaying readings on digital watches, calculators, etc. Consumes low wattage and has a rated life of greater than 80 years.

- r. **UL (Underwriters Laboratories):** An independent organization whose responsibilities include rigorous testing of electrical products. When products pass these tests, they can be labeled (and advertised) as “UL listed”. UL tests for product safety only.

7. General Specifications

Item	Description
7.1.1	The Vendor Partner will have access to a full inventory of the awarded product line.
7.1.2	The Vendor Partner shall maintain a minimum monthly overall average fill rate of 95% or above for non-custom items. 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.
7.1.3	Vendor Partners must be a manufacturer’s authorized sales and service dealer for all proposed equipment/software. An authorized sales and service dealer is defined in this solicitation as one purchasing their products for resell directly from the manufacturer(s) or the manufacturer’s approved channels. Products that result from new authorized sales and service dealer arrangements between the Vendor Partner and the manufacturer during the term of this contract may be added and offered through the AEPA contract.
7.1.4	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.
7.1.5	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.
7.1.6	Optional services must be identified separately and must include clear descriptions of proposed services.
7.1.7	Vendor partners will be required to provide their complete product offerings in an electronic catalog upon request.
7.1.8	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.
7.1.9	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.
7.1.10	All products sold by the Vendor Partner must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if specifically requested. Vendor Partner may offer reconditioned products as a Voluntary Alternate; such items shall be marketed and labeled as being reconditioned.
7.1.11	Products that have a money back guarantee will be clearly identified in the catalog and on the web site (if applicable).
7.1.12	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.
7.1.13	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.
7.1.14	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.

8. Product | Category Specific Specifications

Item	Description
8.1.1	LED lighting products shall be constructed and wired in compliance with the current edition of city, state, and national codes.
8.1.2	LED lighting products shall conform to or exceed the United Laboratories (UL) standards as well as provisions of applicable codes which exceed those standards.
8.3	Luminaires must comply with the applicable standards of the following agencies: 1. United Laboratories (UL) 2. Certified Ballast Manufacturers Association (CBMA) 3. National Electrical Code (NEC) 4. Illuminating Engineering Society North America (IESNA) 5. American Society for Testing & Materials (ASTM) 6. American National Standards Institute (ANSI) 7. National Electrical Manufacturers Association (NEMA)
8.1.4	LED lighting products shall meet the following specifications: 1. A minimum five (5) year replacement full warranty. 2. Maintain at least seventy (70%) of their initial light output when they reach their rated life hours (L70). 3. A rated life \geq 25,000 (bulbs) hours and \geq 50,000 hours (all others). 4. An efficacy \geq 90. 5. Maintain a Color Rendering Index (CRI) \geq 80. 6. Indicate whether the product offered is dimmable. 7. Indicate whether the product offered is intended for indoor or outdoor use. 8. Indicate whether the product offered is Design Light Consortium (DLC) qualified or Energy Star certified. (NOTE: All LED products offered must be either DLC qualified or Energy Star certified.)
8.1.5	If offering emergency exit signs, bidders are encouraged to offer clear, green and red LED emergency sign lamps and retrofit kits that meet the following specifications: 1. Are UL 924-Listed and ETL-Listed. 2. Meet current National Fire Protection Association (NFPA) 101 Life Safety Code, NFPA 70 Electrical Standards, National Electric Code, and Occupational Safety and Health Administration illumination standards. 3. Retrofit kits not to exceed five (5) watts and include a five (5) year minimum full warranty. 4. Individual exit sign lamps not to exceed two (2) watts and include a five (5) year minimum full warranty.
8.1.6	If offering exterior parking area lighting, all items bid within this section must comply with The U.S. Department of Energy (DOE) Commercial Building Energy Alliances (CBEA) specifications.

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9. Shipping and/or Freight

Item	Description
9.1.1	Delivery terms - All products shall be shipped FOB Destination, Freight Prepaid and Allowed, unless otherwise specified.
9.1.2	Delivery time frames - Orders must be shipped within 2 business days after receipt of an order 90% of the time. The Vendor Partner will notify the Buyer if product ordered cannot be shipped within this time period to provide the opportunity to secure product elsewhere. Lead times for backordered or made-to-order items must be clearly stated at time of order. Expedited shipping options must be available upon customer request at an additional cost.
9.1.3	Packaging and Handling. All items shall be properly packaged to prevent damage in transit. Vendor partner is responsible for any damage incurred during shipping. Palletized shipments must be delivered on standard-sized pallets, unless otherwise agreed.
9.1.4	Freight Charges. Pricing shall be inclusive of all standard shipping and handling charges to any location within the continental U.S. Additional delivery fees (e.g., liftgate service, inside delivery) must be clearly communicated and agreed upon in advance.
9.1.5	Damaged or Incorrect Shipments. Vendor partner shall provide return shipping and full replacement at no cost to the customer for damaged items, incorrect items, and defective products under warranty.
9.1.6	Backorders. Vendor partner shall notify the customer within 24 hours of order placement if an item is backordered. Estimated restock date must be provided. Customers must be given the option to cancel or substitute items when backorders occur.


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.1 of the Part F Pricing Workbook, that would apply to new products or manufacturers. Bidder may stipulate discounts off specific brands or lines of goods, or state a minimum discount that would apply universally to any additions made after the original bid submission (see Sample below). Products that do not align with either of these existing discount structures cannot be added.

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

2. **Secondary Pricing Methods (Catalog Bids only.** Bidders 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-time 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.

4. 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 – Catalog Discounts (Required)
 - ii. F.2A – Core List Price Schedule. You may also upload separate spreadsheets as long as they contain the minimum information as described on F.2A. Additional product offerings may not be added to this form. (Required)
 - iii. F.2B – Non-Core Price Schedule. You may also upload separate spreadsheets as long as they contain the minimum information as described on F.2B (Required)
 - iv. F.3 – Services Price Schedule (Optional)
 - v. F.4 – Volume Discounts (Optional)

- b. The Catalog Category Discount and the Core Items award will not be split.
- c. Bid pricing will be evaluated on a combination of items from both the Core List and Non-Core List Price Schedules.
- 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.

11. Evaluation

The AEPA Committee for this category will evaluate bid responses based on the entire response, and according to the criteria detailed in Part B 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 a 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-C 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 3: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in a solicitation once the responses are reviewed and approved.

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

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

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-C

LED Lighting Supplies and Equipment

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.1 – Catalog Discount for Items in a Commercially Available Catalog

AEPA #026-C LED Lighting Supplies and Equipment

Bidding Company Name:

Enter company name here

Name of Catalog:

(This must be the catalog in effect as of the bid date)

Enter catalog name here

Note: Groupings to be defined by Bidder and can be by sub-category, manufacturer, etc. See further instructions in Pricing section of Part A.

Part F.1 is a **REQUIRED FORM**

No.	Grouping of Discount	Discount Offered for This Grouping	Comments
1			
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If more categories are needed, add a new tab with similar formatting.



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	
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	



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.

2. Upload your submission at:

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

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

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

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

**Important Notes:**

- Each item of Requested Information will only be visible to AEPA 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>



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=WBUvwDgqWERkUvVlcCaffaq9qP0s9aj.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=WBUvwDgqWERkUvVlcCaffaq9qP0s9aj.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=WBUvwDgqWERkUvVlcCaffaq9qP0s9aj.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

026C LED Lighting Notified Vendors

Vendor Organization	Email	Date Last Recommended
Allentown Inc.	jdubois@allentowninc.com	Aug 01, 2025 2:00 AM
Smith Lawn and Tree	russell@smithdfw.com	Aug 01, 2025 2:00 AM
Colourfast Secure Card Technology Inc.	andrew@Colourfast.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
The Lion Electric Co. USA Inc	bid.lion@thelionelectric.com	Aug 01, 2025 2:00 AM
Campbell's Signs of Texas, LLC	estimating@campbellsot.com	Aug 01, 2025 2:01 AM
all county captions	lisazenker@allcountycaptions.com	Aug 01, 2025 2:01 AM
CaelumOne Solutions Corporation	tim.magill@caelumone.com	Aug 01, 2025 2:01 AM
Tolar Manufacturing Company, Inc	swilliams@tolarmfg.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
Disrupters	Disruptersllc@gmail.com	Aug 01, 2025 2:01 AM
Barton Malow Co	mario.garza@bmco.com	Aug 01, 2025 2:01 AM
The Engine Room Consulting Group	milan@theengineroom.ca	Aug 01, 2025 2:01 AM
Rogers-O'Brien Construction	Info@r-o.com	Aug 01, 2025 2:01 AM
Leepopo Corporation, Inc	ChrisN@Leepopo.com	Aug 01, 2025 2:01 AM
Health Care Relocations Ltd.	esikma@hcrmoves.com	Aug 01, 2025 2:01 AM
American Supply Chain Group LLC	Mennah@americansupplychaingroup.com	Aug 01, 2025 2:01 AM
MAXIMUS US Services, Inc.	rpfinfo2@maximus.com	Aug 01, 2025 2:01 AM
CORE Construction	proposals@coreconstruction.com	Aug 01, 2025 2:01 AM
Clever Items, LLC	keith.mccall@cleveritems.com	Aug 01, 2025 2:01 AM
Umano Medical	tenders@umanomedical.com	Aug 01, 2025 2:01 AM
Dillengr, Inc.	BDilley@dillengrinc.com	Aug 01, 2025 2:01 AM
Thales Group of Companies	lionel.leblanc@thalesgroup.com	Aug 01, 2025 2:01 AM
ASK Tower Supply	kyle@asktowersupply.com	Aug 01, 2025 2:02 AM
National Charter Schools Institute	deactivated_usr_9477bc78-cc39-4ca4-8f50-1b8997628a86@gobonfire.com	Aug 01, 2025 2:02 AM
Segel & Co., Inc.	will@segelandco.com	Aug 01, 2025 2:02 AM
Geppert Bros., Inc.	estimating@geppertbros.com	Aug 01, 2025 2:02 AM
Bankson Group LTD dba Alamo Tees & Advertising	art@alamotees.com	Aug 01, 2025 2:02 AM
Atlas Language Services, Inc.	sales@atlasls.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
B & C Constructors L.P.	paul@bccconstructors.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
HYPOWER, LLC	cmora@hypowerinc.com	Aug 01, 2025 2:02 AM

JCP Quality Maintenance LLC	jcpquality1@gmail.com	Aug 01, 2025 2:02 AM
Riverside Technologies, Inc.	ekallweit@1rti.com	Aug 01, 2025 2:02 AM
Aligned Vision Group Inc	paul.f@alignedvisiongroup.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
1st Needs Medical	darius.jefferson@1stNeedsMedical.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
Isikel, LLC	vvickrey@isikel.com	Aug 01, 2025 2:02 AM
Rose Group International	rachel@rosegrouptl.com	Aug 01, 2025 2:02 AM
MavenSolve, LLC	accounts@krasanconsulting.com	Aug 01, 2025 2:02 AM
Vantage Point ITAD	proberts@vantagepointitad.com	Aug 01, 2025 2:02 AM
Adira LLC	accounts@adiranow.com	Aug 01, 2025 2:02 AM
Greenluc LLC	jeremy@omni12.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
Buffalo Specialties	mikes@buffspec.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
No Touch Easy Gloves, Inc.	kalee@notoucheasygloves.com	Aug 01, 2025 2:03 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	mquery@beyondspotsanddots.com	Aug 01, 2025 2:03 AM
Parts Distributing Inc	donavan@pdifederated.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
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
Stage Corps, LLC	pperebillo@stagecorps.com	Aug 01, 2025 2:03 AM
Kelly & Company 1st Responders LLC	krobinette48@gmail.com	Aug 01, 2025 2:03 AM

34 Strong	zane_grace@34strong.com	Aug 01, 2025 2:03 AM
Swinerton- Austin	asatt@swinerton.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
Action Cleaning Systems INC.	heath@actioncleaningsystemsinc.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
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
Kimball Midwest	govwebforms@kimballmidwest.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
Globetrotters Engineering Corporation	marketing@gec-group.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
Pintura Paints	DARRYL@PINTURAPAINTSUPPLY.COM	Aug 01, 2025 2:04 AM
K-12 Tech Repairs	mhotseller@k12techrepairs.com	Aug 01, 2025 2:04 AM
J-Tech Digital Inc	support@jtechdigital.com	Aug 01, 2025 2:04 AM
Texas Wall & Landscape, LLC	lcisneros@texaswl.com	Aug 01, 2025 2:04 AM
Mig Equipment LLC	don@migequipment.com	Aug 01, 2025 2:04 AM
INTRATEK COMPUTER	quotes@intrapc.com	Aug 01, 2025 2:04 AM
Glacier Construction services Inc.	mgottschalk@glacienc.com	Aug 01, 2025 2:04 AM
EventMAP Solutions Canada Limited	tenders@eventmapsolutions.com	Aug 01, 2025 2:04 AM
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
Renown Cargo Trailers, LLC	laura@renowncargotrailers.com	Aug 01, 2025 2:04 AM
Swag Source Plus	anh@swagsourceplus.com	Aug 01, 2025 2:04 AM
World Wide Web Distributions (Premier Hotel and Casino products)	yelena@premierhcp.com	Aug 01, 2025 2:04 AM
Prime healthcare services	dorcine@primehealthcareservices.ca	Aug 01, 2025 2:04 AM
ECA Science Kit Services	proposals@eca.bz	Aug 01, 2025 2:04 AM
Medlogix	steve.armenti@medlogix.com	Aug 01, 2025 2:04 AM
Bridger Systems, LLC	joshua@bridger.systems	Aug 01, 2025 2:04 AM

Heroes Shield LLC	sonya@donmorphy.com	Aug 01, 2025 2:04 AM
The Emotional Company (EmCo)	gigi@emotionalcompany.com	Aug 01, 2025 2:05 AM
Direct Current Preventive Maintenance LLC	jeremiah.barnett@dcpmpro.com	Aug 01, 2025 2:05 AM
H2O Construction Services Inc	rmares1@rgv.rr.com	Aug 01, 2025 2:05 AM
First Stop Health	ekunisch@fshealth.com	Aug 01, 2025 2:05 AM
Demi Systems LLC	charles.njuguna@demisystems.com	Aug 01, 2025 2:05 AM
Advanced Northwest Welding, LLC	weld@bendbroadband.com	Aug 01, 2025 2:05 AM
North Country Business Products	benсонk@ncbpinc.com	Aug 01, 2025 2:05 AM
Alpha Developers LLC	sales@alphadevelopersllc.com	Aug 01, 2025 2:05 AM
Sports Fields Inc.	ataylor@fields-inc.com	Aug 01, 2025 2:05 AM
Magnum Services (Soil Stabilization)	travis.barber@magnumcement.ca	Aug 01, 2025 2:05 AM
Nijama, LLC	BarneyWilson01@gmail.com	Aug 01, 2025 2:05 AM
Osburn Associates	kylej@osburns.com	Aug 01, 2025 2:05 AM
Imperial Service Systems,Inc.	jmccarthy@impservsys.com	Aug 01, 2025 2:05 AM
Element 29	bill.cassidy@e29ce.com	Aug 01, 2025 2:05 AM
Jag'd Construction Inc.	satsas@jagdconstruction.com	Aug 01, 2025 2:05 AM
Rycon Construction, Inc.	jlimbaugh@ryconinc.com	Aug 01, 2025 2:05 AM
McMillen, Inc	bids@mcmillencorp.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
PRIMAL TREE SERVICE LLC	primaltreeservice@gmail.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
Expoquip, Inc.	deana@expoquip.com	Aug 01, 2025 2:05 AM
Onyx Healthcare USA, Inc	Jeffliu@onyx-healthcare.com	Aug 01, 2025 2:05 AM
Ruts Construction	adrian@rangeline.com	Aug 01, 2025 2:05 AM
SCM Consultants Inc.	bminhas@scmconsultants.net	Aug 01, 2025 2:05 AM
BT ELECTRIC INC	ROB@BTELECTRICINC.COM	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
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
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
LE1R Distribution, LLC.	rmendez.le1rdistribution@gmail.com	Aug 01, 2025 2:06 AM
Industrial Builders, Inc	brian@IB-USA.COM	Aug 01, 2025 2:06 AM

Capstone Equipment LLC dba Capstone Field Services	skapsalis@capstoneequipment.com	Aug 01, 2025 2:06 AM
GK TechStar LLC	jleyva@techstaris.com	Aug 01, 2025 2:06 AM
The Sound Live LLC	thesoundlivellc@gmail.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
Restore Masters Contracting LLC	rainey@restoremastersllc.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
AO Services	tim@ao-tx.com	Aug 01, 2025 2:06 AM
Settled Solids Management	jmims@hydro-int.com	Aug 01, 2025 2:06 AM
CHARLES D STAHL SALES AND SERVICE	charliestahl95@gmail.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
Fitness Superstore, Inc.	bids.alerts@fitnesssuperstore.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
Traffic Systems Construction, Inc.	km.tsci@gmail.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
River Island Airport Solutions	bulent@riverisland.aero	Aug 01, 2025 2:06 AM
iTaylor Strategies LLC	merdochey@itaylorsolutions.com	Aug 01, 2025 2:07 AM
JM Brennan	dmolkentin@jmbrennan.com	Aug 01, 2025 2:07 AM
Gary Jones Construction	cj@garyjonesconstruction.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
Mas Lucas, LLC	bruno@pcclights.com	Aug 01, 2025 2:07 AM
Elearning Studio	meet@elearning.studio	Aug 01, 2025 2:07 AM
Pinnacle Project Partners	jbrown@pinnacleprojectpartners.com	Aug 01, 2025 2:07 AM
Tino LLC	anastasia@tino.design	Aug 01, 2025 2:07 AM
Burgeon Analytics LLC	mails@burgeonanalytics.com	Aug 01, 2025 2:07 AM
OES Inc.	jpgrice@oes-inc.com	Aug 01, 2025 2:07 AM
Texas AirSystems	josh.atkinson@texasairsystems.com	Aug 01, 2025 2:07 AM
CLIMBING GLOBALLY SOLUTIONS LLC	llove@climbingglobally.com	Aug 01, 2025 2:07 AM
Texas Vets Roofing	office@texasvetsroofing.com	Aug 01, 2025 2:07 AM
FM Solutions LLC - Priority Payment Systems Houston	manan@ppshouston.com	Aug 01, 2025 2:07 AM

FP Property Restoration	steve@fprestation.com	Aug 01, 2025 2:07 AM
Dodge Construction Network	Dodge.Bidding@construction.com	Aug 01, 2025 2:07 AM
IKIO LED Lighting	esingh@ikioledlighting.com	Aug 01, 2025 2:07 AM
K.L.I., Inc.	Lisa@kli-inc.com	Aug 01, 2025 2:07 AM
RTC Manufacturing, Inc	tammy.obrien@rtc-traffic.com	Aug 01, 2025 2:07 AM
Kranz Body Co LLC	mike@kranzbody.com	Aug 01, 2025 2:07 AM
MN8 Energy	michael.miller@mn8energy.com	Aug 01, 2025 2:07 AM
Stonehouse Drilling & Construction LLC	jhaywood@shdrilling.com	Aug 01, 2025 2:07 AM
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
www.carter-cp.com	acarter@carter-cp.com	Aug 01, 2025 2:07 AM
Campbell Electric TX	Jason@campbellelectrictx.com	Aug 01, 2025 2:07 AM
Devfi, Inc	ashwin@devfi.com	Aug 01, 2025 2:07 AM
Revolution Data Plaforms	sales@dataplatfroms.ca	Aug 01, 2025 2:07 AM
PCC-IT International, dba of Power Capital Management	clientservices@itpccit.com	Aug 01, 2025 2:07 AM
GoldPhish	jami@thegoldphish.com	Aug 01, 2025 2:07 AM
DIXIE ELECTRO MECHANICAL SERVICES INC.	kwheeler@dixieemsi.com	Aug 01, 2025 2:07 AM
EPSoft Technologies LLC	lahari.medarametla@epsoftinc.com	Aug 01, 2025 2:07 AM
The Facilities Group	jhawkins@thefacilitiesgroup.com	Aug 01, 2025 2:07 AM
PRODISION, LLC	sam@prodision.com	Aug 01, 2025 2:07 AM
Elite Utility Solutions	josh.jarrard@eliteutilitiesolutions.com	Aug 01, 2025 2:07 AM
STS Recycling, LLC.	morgan@stsrecycle.com	Aug 01, 2025 2:07 AM
International Languages Service	john.arroyave@ilsjax.com	Aug 01, 2025 2:07 AM
Gulf Coast Paper	gary.ellis@imperialdade.com	Aug 01, 2025 2:07 AM
Carson Solutions, LLC	webbk@carsonsolutionsllc.com	Aug 01, 2025 2:07 AM
Beacon Lite	claud@beaconlite.ca	Aug 01, 2025 2:07 AM
Stonewerx Promotional	oriana@stonewerxpromo.com	Aug 01, 2025 2:07 AM
Texas Enforcer LLC.	texasenforcerllc@gmail.com	Aug 01, 2025 2:07 AM
BDG Trees	joneal@bdgtrees.com	Aug 01, 2025 2:07 AM
Mark C. Pope Associates, Inc.	nathan.hipps@markcpope.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
Upfiv Designs Inc.	aurelia@upfiv.com	Aug 01, 2025 2:08 AM
https://totaloptim.com	contact@totaloptim.com	Aug 01, 2025 2:08 AM
GovFirst	angel@govfirst.net	Aug 01, 2025 2:08 AM
Holt Texas, Ltd. (dba HOLT CAT)	francisco.valor@holtgrp.com	Aug 01, 2025 2:08 AM
K12 Computers	broadcast@k12computers.us	Aug 01, 2025 2:08 AM
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
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
Tek Construction	Tekmenzhi92@icloud.com	Aug 01, 2025 2:08 AM
TELUS International	richard.bledsoe@telusinternational.com	Aug 01, 2025 2:08 AM
Project Pearson LLC	zachary.pearson@projectpearson.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
Paintworks, LLC	Paintworkstallahassee@gmail.com	Aug 01, 2025 2:08 AM
Dynamic Lifecycle Innovations	chines@thinkdynamic.com	Aug 01, 2025 2:08 AM
Vortex Solution inc.	karine.s@vortexsolution.com	Aug 01, 2025 2:08 AM
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
Kore Systems, Inc	admin@koresystems.net	Aug 01, 2025 2:08 AM
FCI Equipment	Garrett@fciequipment.com	Aug 01, 2025 2:08 AM
DCPS	alison.bliss@dcps.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
Acon Traders LLC	VENKATESH@ACONTRADERS.COM	Aug 01, 2025 2:08 AM
Special Operations Aid & Rescue	alan@soarescue.com	Aug 01, 2025 2:08 AM
NXTGEN Clean Energy Solutions	russ@nxtgencleanenergy.com	Aug 01, 2025 2:08 AM
Hi Mark Construction Inc	mh20man@msn.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
Unifirst First Aid + Safety	barry_joyce@unifirst.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
O'Shea Equipment Company	shamus@oshaequipment.com	Aug 01, 2025 2:09 AM
Patriot Supplies	jessica@patriotsuppliesllc.com	Aug 01, 2025 2:09 AM
Reeder Landscape	blake@reederlandscape.com	Aug 01, 2025 2:09 AM

RGV Electrical Supply	hjimenenez@rgvelectricalsupply.com	Aug 01, 2025 2:09 AM
Pro Lighting Texas, Inc	dhenderson@prolightingtexas.com	Aug 01, 2025 2:09 AM
YOSVENMA LLC	corderoenma@icloud.com	Aug 01, 2025 2:09 AM
Aquiyel Business Services	nijah@aquiyel.com	Aug 01, 2025 2:09 AM
Vendor	jennifer@perfectfitimage.com	Aug 01, 2025 2:09 AM
Argyle Build Inc.	maret@argyle.build	Aug 01, 2025 2:09 AM
Trackside Rentals & Construction LLC	tracksiderentals@yahoo.com	Aug 01, 2025 2:09 AM
UFL Inc.	roman.ramirez@uflgc.net	Aug 01, 2025 2:09 AM
Foresight Engineering and Technology	info@cleanconnects.com	Aug 01, 2025 2:09 AM
M8 Management LLC	twms@m8managementllc.com	Aug 01, 2025 2:09 AM
Liberty Home Health LLC dba Lab Pointe	support@labpointe.com	Aug 01, 2025 2:09 AM
Buck Terrell Athletics, Inc.	cyoung.bta@gmail.com	Aug 01, 2025 2:09 AM
The Lift Doctor LLC	theliftdr@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
Dead Calm Seas Marine Services, LLC.	j.finch@dcsmarineservices.com	Aug 01, 2025 2:09 AM
The Voice Society	maria@thevoicesociety.com	Aug 01, 2025 2:09 AM
Narissa Building Company	adass@narissabldgco.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
Mooglee Canada Inc.	director@mooglee labs.com	Aug 01, 2025 2:09 AM
SSC Signs	Cmeurett@sscsigns.com	Aug 01, 2025 2:09 AM
Hamilton Staffing Solutions	angela.h@hamiltonstaffingsolutions.com	Aug 01, 2025 2:09 AM
Spence Consulting Inc	william.spence@spenceconsultinginc.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
Vendor	Michael.Keegan@abm.com	Aug 01, 2025 2:10 AM
Citronway	gokocha@citronway.com	Aug 01, 2025 2:10 AM
Solid Ground Concrete LLC	solidgroundconcrete7@gmail.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
Lab Pro Inc	silvia@labproinc.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

TriggerPoint Media, Inc.	sales@triggerpointmedia.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
Incircle Management Inc	incircleoffice@gmail.com	Aug 01, 2025 2:10 AM
Parking Company of America (PCA-KC)	procurement@parkwithpca.com	Aug 01, 2025 2:10 AM
Planting Seeds Academic Solutions	cjones@plantingseedstutoring.com	Aug 01, 2025 2:10 AM
Pioneer Business Systems	walter@pioneerocopier.com	Aug 01, 2025 2:10 AM
Think Board	hello@think-board.com	Aug 01, 2025 2:10 AM
Primo Brands Corporation	mark.lenton@primobrand.com	Aug 01, 2025 2:10 AM
AV Cabling Contractors	gil@avcablingcontractors.com	Aug 01, 2025 2:10 AM
Precision Environmental Company	Deureka@precision-env.com	Aug 01, 2025 2:10 AM
Euna Solutions	rfp@questica.com	Aug 01, 2025 2:10 AM
144 Family Care	chichikakoma@gmail.com	Aug 01, 2025 2:10 AM
DNB Enterprises, Inc.	ron.gilbert@dnbent.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
AG Marketing & Development Group Inc.	pratik@agmdgroup.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
New Jersey Fire Equipment Co.	info@njfe.com	Aug 01, 2025 2:10 AM
Transform Interactive	josie@transforminteractive.com	Aug 01, 2025 2:10 AM
West Coast Equipment & Safety Supply	sales@westcoastsafetysupply.com	Aug 01, 2025 2:10 AM
BCR2, LLC	justin@bcr2.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
Eskola LLC	leskola@eskolaroofing.com	Aug 01, 2025 2:10 AM
McConnell & Jones LLP	bharper@mjlmc.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
GEM Car Sales and Service, LLC	cade@gemnev.com	Aug 01, 2025 2:11 AM
Marrero Armor LLC	stacie@marreroarmor.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
One Stop Mobile Technology Specialist & Communications, LLC	onestopmobileservice@outlook.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
3 Tier Group	admin@3tiergp.com	Aug 01, 2025 2:11 AM

texas motion sports	bids@texasmotionsports.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
Lone Star Ironworks LLC	noahsmith22@gmail.com	Aug 01, 2025 2:11 AM
Globiser, Inc	cnipe@globiser.com	Aug 01, 2025 2:11 AM
Vera Power Services LLC	verapowerservices@yahoo.com	Aug 01, 2025 2:11 AM
ATTAC Consulting Group	busdevelopment@attacconsulting.com	Aug 01, 2025 2:11 AM
Sports Connection Gear	ronnie@sportsconnectiongear.com	Aug 01, 2025 2:11 AM
Impact Printing and Graphics LTD	claudia@impactprinting.biz	Aug 01, 2025 2:11 AM
Lavish Blossoms	lavishblossoms@gmail.com	Aug 01, 2025 2:11 AM
Wingman63, LLC.	andi.poch@wingman63.com	Aug 01, 2025 2:11 AM
Next Structural Integrity Inc	janice.collins@nextsi.com	Aug 01, 2025 2:11 AM
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
Xperteks Computer Consultancy, Inc.	mvelez@xperteks.com	Aug 01, 2025 2:11 AM
Athletics Admin	kc@athleticsadmin.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
Ducky Recovery LLC	information@duckyjohanson.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
The Supply Biz	info@thesupplybiz.com	Aug 01, 2025 2:12 AM
Safeguard Properties Management, LLC	carrie.tackett@safeguardproperties.com	Aug 01, 2025 2:12 AM
Onebridge Support Services LLC	anita@onebridgecenter.com	Aug 01, 2025 2:12 AM
Wagonway LLC	brian@wagonway.com	Aug 01, 2025 2:12 AM
Staley Electric	matt.benton@staleyelectric.com	Aug 01, 2025 2:12 AM
AKJOHNSTON	j.mitchell@akjohnston.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
Constellation Lighting	Eric@constellationlighting.us	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
Techno USA LLC	Darshan@tektronled.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
MSHS	keith.deluca@mshs.com	Aug 01, 2025 2:12 AM
InServ Corp	sales@inserv.org	Aug 01, 2025 2:12 AM
Drive Integration, LLC	brock@driveintegrationllc.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
A-1 Automotive Equipment Repair	breceer@a1automotiveequipment.com	Aug 01, 2025 2:12 AM
Strategic Government Resources	rfp@governmentresource.com	Aug 01, 2025 2:13 AM
Garrison Design and Construction Inc	dsmith.gdcinc@comcast.net	Aug 01, 2025 2:13 AM
Vendor	brian.vansickle@quadbridge.com	Aug 01, 2025 2:13 AM
Techbundle	dan.drake@techbundle.com	Aug 01, 2025 2:13 AM
IconXChange, LLC	michael@iconxchange.io	Aug 01, 2025 2:13 AM
DMR Construction Services	Rradici@dmrconstruct.com	Aug 01, 2025 2:13 AM
Total Team Construction	gyanez@totalteamcompanies.com	Aug 01, 2025 2:13 AM
Westco Rental LLC	westcorental@gmail.com	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
Qultek Consultants, Inc.	tkhurshid@aol.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
FirstSolutionPropertiesllc	SheltonRay116@gmail.com	Aug 01, 2025 2:13 AM
Northern Inspection Services	admin@nismidwest.com	Aug 01, 2025 2:13 AM
GO2LED.com	larry@go2led.com	Aug 01, 2025 3:32 AM
ATG Electronics / Adam Matthews	adam.m@atgepower.com	Aug 01, 2025 9:45 AM
JAC LED LIGHTING INC	rob.vaupel@jac-led.com	Aug 14, 2025 4:54 AM
Leotek	jessica.brazil@leotek.com	Aug 16, 2025 11:39 AM
E. Sam Jones	jsearles@esamjones.com	Aug 20, 2025 8:50 AM
Enhace AV LLC	James@EnhanceAV.net	Aug 20, 2025 11:33 AM
KT&T Distributors, Inc.	carole@kttistributors.com	Sep 03, 2025 9:52 AM
Brilled Lighting LLC	bids@brilledlighting.com	Sep 10, 2025 7:25 AM
Factory LED Direct	ashley@factoryleddirect.com	Sep 10, 2025 8:24 AM
PSG Energy Services LLC	atille@psg-energy-services.com	Sep 12, 2025 6:44 AM
Facility Solutions Group, Inc	bernie.erickson@fsgi.com	Sep 12, 2025 10:15 AM

Armorex
Batteries, Watts & Things LLC dba Batteries Plus
Ikio LED Lighting
ESB LIGHT LLC
Parts Town, LCC
Lighting N Beyond LLC

l.adams@tcclean.com
bp124@batteriesplus.com
isingh@ikioledlighting.com
priscilla@esblightusa.com
contractservices@partstown.com
mike.oberlander@lightingnbeyond.com

Sep 13, 2025 8:25 AM
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Sep 16, 2025 5:13 AM
Sep 16, 2025 6:36 AM
Sep 16, 2025 11:36 AM



**AEPA 026-C LED Lighting Supplies and Equipment
Opening Record
Tuesday, September 16, 2025**

	Exceptions & Deviations	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
Active Submissions:								
ATG Electronics	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
EcoLite Holdings, LLC	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
FSG	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Ikio Lighting	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Eliminated Submissions:								
Designsign Pro	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Fail
PSG Energy Services LLC	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Fail

* - Send to Category Committee for Evaluation

Opening Chair:

Steve Griggs

Witnesses:

George Wilson
Joni Puffett
Bart Powelson

Ken Swink
Becky Herlocker
Andrew Pickens

Dave Puyear
Craig Peterson
Mark Carollo

Melissa Mattson

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This is a questionnaire that will be used in evaluating proposals for ASPS-IDE-C/LED Lighting and Equipment.

Instructions

- The Summary statement displays your overall progress for the questionnaire.
- The statements contained form 1 to 6 represent question sets.
- For each question set, select a response from the dropdown (highlighted) and click on a response to continue the questionnaire.
- Specific instructions have been provided for a given activity but will appear on a separate page for a specific set. Please, review these instructions.
- After posting comments, please use **Post to Social** or **Print** without any formatting.
- You can only submit selected test based questions, do not test complete chapters/the entire page.
- Please do not change the structure of any of the statements. Changing the structure will invalidate your submission.
- If any additional information needs to be given about the statements or the statements will be different in the questionnaire, do not test this item in a different format. Having this item in a different format will invalidate your submission.
- Please do not test the final statement in your responses.
- Please follow the instructions provided along with this file to submit it to your Processors.
- If you have any questions regarding the content of this file, please contact the appropriate publisher.
- If you have any technical problems, please contact the Technical Support at Support@edupress.com.

Additional Instructions

Please read and respond to all questions carefully. For any question that does not apply to your company, please answer NA. Generally, AEP's will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate annual sales at a profit level of business. If the respondent has recently purchased an established business or changed its name, please enter this business in a newly created business, provide the documentation and verification in support of the appropriate business status. AEP's membership is open to any type of business, both not-for-profit and for-profit, and is not limited to this response and then to the location of the company.

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:	Facility Solutions Group Inc		Complete
1.0.2	Company Address:	300 Madison Ave		Complete
1.0.3	City, State, zip code:	Manalapan, NJ 07726		Complete
1.0.4	Website:	https://fsg.com/		Complete
1.0.5	Contact Person:	Alyssa Cignarella		Complete
1.0.6	Title:	Account Manager		Complete
1.0.7	Phone:	732-826-6100		Complete
1.0.8	Email:	aepa@fsg.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?	1982		Complete
1.0.12	Under what additional, or, former name(s) has your business operated?	American Light, Design Electric		Complete
1.0.13	Is this business a corporation? If yes, complete the following questions.	Yes		Complete
1.0.14	Date of Incorporation:	12/23/1999		Complete
1.0.15	State of Incorporation:	Delaware		Complete
1.0.16	Name of President:	William Graham		Complete
1.0.17	Name(s) of Vice President(s):	Robert Graham		Complete
1.0.18	Name of Treasurer:	William Graham		Complete
1.0.19	Name of Secretary:	Steve Byrne		Complete
1.0.20	Is this business a partnership? If yes, complete the following questions.	No		Complete
1.0.21	Date of Partnership:	no		Complete
1.0.22	State Founded:	no		Complete
1.0.23	Type of Partnership, if applicable:	no		Complete
1.0.24	Name(s) of General Partner(s):	no		Complete
1.0.25	Is this business individually owned? If yes, complete the following questions.	no		Complete
1.0.26	Date of Purchase:	No		Complete
1.0.27	State Founded:	No		Complete
1.0.28	Name of Owner/Operator:	No		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.	No		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.	4401 Westgate Blvd Suite 310, Austin TX 78745		Complete
1.0.35	How long have you been at this location?	20		Complete
1.0.36	Enter business branch locations, if any. Include address, city, state, zip, phone number for each.	See Attached		Complete
Sales History				
1.1.1	What percentage of your annual sales comes from public entities?	75		Complete
1.1.2	Provide your business's annual sales for 2023 for K-12 schools.	350884		Complete
1.1.3	Provide your business's annual sales for 2024 for K-12 schools.	1309449		Complete
1.1.4	Provide your business's annual sales for 2023 for cities, counties, and other public entities.	16402513		Complete

1.1.5	Provide your businesses annual sales for 2024 for cities, counties, and other public entities.	18862204	Complete
1.1.6	Provide your business's annual sales for 2023 for higher education.	818323	Complete
1.1.7	Provide your business's annual sales for 2024 for higher education.	766019	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.	250000	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.	864000	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.	8567000	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.	9200000	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.	250000	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.	230000	Complete
Key Contacts			
1.2.1	Please provide the name, title, phone and email for your Contract Manager	Bernard Erickson, CMO Emeritus/Key Accounts, 732-826-6100, bernie.erickson@fsgi.com	Complete
1.2.2	Please provide the names, phone and email for your Distributors, Dealers, Installers, Sales Reps.	n/a	Complete
1.2.3	Please provide the name, title, phone and email for your Consultants & Trainers.	n/a	Complete
1.2.4	Please provide the person's name, title, phone and email who will be handling Warranty & After the Sale services.	Alyssa Cignarella, Account Manager, 732-826-6100, alyssa.mika@fsgi.com	Complete
1.2.5	Provide total number and location of salespersons employed by your business in the United States by city and state.	95 Sales Rep Nationwide. NJ, NY, CT, TX, MD, IL, CO, CA, IN, MO, NV, MI, SC, FL, NM (See attached list)	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.	FSG has been the contract holder for the last two terms. FSG will continue to train its salesforce nationally on how to utilize and support this contract by utilizing monthly webinars for the sales team and explain how to roll out to AEPA members.	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.	FSG has 36 locations nationwide. Product is stocked at 3 Master Distribution Centers as well as Satellite locations throughout the country. FSG has over 2,000+ electricians and a network of over 2,800 subcontractor affiliates throughout the US.	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.	FSG is one of the largest lighting distributors in the country. FSG has access to every major brand of lighting and most other brands as well. FSG offers indoor and outdoor lighting, lamps and fixtures.	Complete
Distribution			
1.5.1	Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.	FSG has over 30 locations nationwide to ship to anywhere within the United States. FSG also have affiliates to service where branches are not located.	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.	MDC - Albuquerque, NM MDC - Chicago, IL MDC - Los Angeles, CA MDC - Manalapan, NJ (see attached for other branch locations)	Complete
1.5.3	Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.	FSG has strict qualifications for installation affiliates. Affiliates must meet the strict standard of financial strength & insurance. A master Service agreement must be signed with FSG and they must agree to continual training which includes safety protocols and guidelines	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.	See attached list. Affiliates license information available upon request	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.	FSG does have a network of MWBE affiliates that can be utilized for installation services. FSG also sells material from several MWBE manufacturers.	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.	BMWBE vendors for equipment rentals and MOT roadway services	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.	We work with multiple MBE Certified manufacturers. Maxlite, Espen, and NaturalLED are just a few.		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.	FSG has dedicated landing pages for school systems and the AEPA contract in particular (https://fsg.com/coop-purchasing/aepea/) and we run coordinated digital marketing campaigns on Google driving customers to this page. We also purchase lists of school purchasers and integrate them with individual member lists where available to push out marketing messages to prospective customers. Local markets where we have branches participate in local school board and municipal shows such as the NJ League of Municipalities show, the NJ Schools Board show and similar shows that we are regular exhibitors at.		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.	We will prepare marketing flyers for use by member agencies that will feature the local agency logo and branding. We will continue to work to encourage member agencies to utilize the punchout to our custom branded AEPA online store that features access to AEPA pricing, order history and more. At this point AEPA is the only Cooperative Agency we deal with that has such access to our store for their members.		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.	FSG is open to collaborate in multiple ways with agencies they are interested in partnering. We have a tremendous stock of short marketing videos that can be customized for individual agencies and can be used on Social Media. We also have offered co-branded webinars to agencies and will continue to do so (our most successful being disinfection during COVID). We also record these webinars and have them available on the AEPA landing page (https://vimeo.com/556261697?fl=pl&fe=v). Unfortunately most agencies do not have member lists, so FSG has purchased marketing lists in many agency states and shared those names with the agencies. We also have a new Guide Center that can be used for outbound calling campaigns where an agency wants to. Since we have been awarded this contract twice before FSG is already a known entity to the marketing and Guide Center team as new fresh faces to help aid in getting more member states to collaborate.		Complete
1.6.4	Describe the process for how the company will launch the contract with current and potential agencies.	FSG. But we will be bringing in the marketing and Guide Center team as new fresh faces to help aid in getting more member states to collaborate.		Complete
1.6.5	Describe your company's ability to produce and maintain full color print or electronic advertisements in camera ready format.	FSG has a marketing team of over 20 individuals and has full in house capabilities to produce any marketing materials members would be interested in using.		Complete
Environmental Initiatives				
1.7.1	Indicate if your company has any products in your offering that have any third-party environmental certifications.	Our entire product line of energy efficient lighting and controls is geared to reduce energy consumption and help make schools more efficient. FSG has been a leader in this area nationally, and has upgraded millions of square feet of K-12 space over the last 20 years. We have documented these projects with case studies and videos which are all available to AEPA. We have included energy auditing and efficiency upgrade installation in our AEPA agreement since 2018, and have implemented millions of dollars of upgrades through past agreements.		Complete
1.7.2	Describe the business's "Green" objectives (e.g. LEED Certification, reducing footprint, reuse, reduce, recycle)	FSG was one of the first EPA Green Lights and Energy Star partners, and we have maintained a leadership role since those initiatives were introduced. We administer as well as participate in Utility rebate programs nationwide, including Direct Install programs for government entities.		Complete

1.7.3	Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering?	Most of the products we sell are environmentally preferable. The organization in the United States that certifies efficient lighting products is the Design Lights Consortium (DLC) and Bernie Erickson who is engaged in your contract actually represents the lighting distribution industry on the DLC Industry Advisory Committee: https://designlights.org/about-us/industry-advisory-committee/		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.	The fact that FSG is so vertically integrated, being both one of the nations targets lighting distributors as well as one of the largest electrical installers in the United States positions us very uniquely. During past contract terms we have been challenged to get some member agencies to engage, but where they have we have been able to offer a very compelling solution to the market.		Complete
Disclosures				
1.9.1	Does this business have actions currently filed against it? If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and /or payment bond for projects.	No		Complete
References				
1.10.1	Provide contact information of your business's five largest public agency customers. Include the customer business name, contact name, title, phone number and email.	The Port Authority of NY and NJ - Christine Weydig Director, OEEP 212-435-5460 cweydidg@panynj.gov Harford Community College - Lou Claypoole Director Campus Operations (443) 412-2655 lclaypoole@harford.edu City of South Amboy - Glen Skarzynski Business Administrator 732-525-5933 ba@southamboyntj.gov Amtrak Kevin Kluber Project Manager 215.349.2418 Kevin.Kluber@amtrak.com N.J. Transit Steve Jenks Dir Sustainability 973-491-8589 sjenks@njtransit.com		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.	TX, NM, GA, MD, IL, OH, CO, IN, KS, NV, CA, FL, NJ, PA, NY, AZ, TN, CT, IA, MI		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.	ALL		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.	TX, NM, GA, MD, IL, OH, CO, IN, KS, NV, CA, FL, NJ, PA, NY, AZ, TN, CT, IA, MI		Complete
2.1.4	Does this company have an e-commerce website?	Yes		Complete
2.1.5	If yes, provide the website address.	https://storefront.fsg.com/home		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.)	We have already integrated AEPA members into our storefront, both people who are using Equal Level and others who are not.		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.	FSG has utilized their ERP punch out for the AEPA marketplace during the entire terms of the last two contracts.		Complete
Customer Support				
2.2.1	Does this business have online customer support options?	Yes	The FSG.com website has options to live chat with members of our team to discuss any projects, questions, or request further support depending on the nature of the need.	Complete
2.2.2	Does this business have a toll free customer support phone option?	Yes	877-294-2651	Complete
2.2.3	Does this business offer local customer and support service options?	Yes	We have over 30 branches across the US to offer localized customer support where needed. We also have national customer support options via our service teams, guide center, and customer support teams.	Complete
2.2.4	State your normal delivery time (in days) and any options for expediting delivery.	5-7 days	Lead time for stock material. Requested customized fixtures may have longer lead times. Options for expedited delivery.	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?	Fill when available		Complete
2.2.6	Describe your company's payment terms as well as any quick pay discounts.	We are able to negotiate payment terms with our finance department. Most common are Net 30, 60, or 90.		Complete
2.2.7	State your company's return policy and any applicable restocking fees.	Yes	This varies by product, contract, and amount. The manufacturer determines the restocking fees and return policy.	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.	Yes	Facility Solutions Group (FSG) offers several innovative programs and strategies designed to enhance customer access to products, ensure on-time delivery, and optimize operational efficiency. Web-Based Client Portal: FSG provides a robust online portal that offers real-time access to: Order status Project management tools Site-specific budgeting and invoicing Automated reports and dashboards. Customized Order Controls: Their online platform supports: Restriction of item ordering by site Store-specific budgets and approvals Automated cross-referencing and substitution of standardized products. Nationwide Distribution Network: FSG maintains multiple strategically located warehouses (including major hubs in Dallas and Chicago), enabling: Same-day shipping for in-stock items ordered by 3 PM CST.	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		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.	yes, a minimum of 10% lower, but much higher in some cases.	AEPA members will receive the lowest pricing offerings. Volume discounts will always increase the discount percentage.	Complete
Cooperative Contracts				
2.5.1	Does your business currently have contracts with other cooperatives (local, regional, state, national)?	Yes	TIPS, Buyboard, CES & AEPA	Complete

2.5.2	If YES, list the cooperative name and the respective expiration date(s) of your contract with the cooperative.	Yes	TIPS - 23010401 Trades, Labor and Materials (NON-JOC) Exp 4/30/2028 230202 Security System Products and Services Exp 4/30/2026 BUYBOARD - 677-22 Parks and Sports Field Lighting Products and Installation Services Exp 9/31/2025 678-22 Scoreboards, Signage and Digital Installation Services Exp 9/31/2025 690-23 Energy Saving Lighting Products Exp 3/31/2026 711 -23 Outdoor Street Lighting Exp 8/31/2026 719 -23 Electric Vehicle Charging Stations Exp 11/31/2026	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)?	Yes	We reference all relevant contracts with customers who may require them.	Complete
2.5.4	How will your company track sales, by Member Agency, that are attributable to AEPA?	Sales to be reported to Account Manager who will track all 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?	no		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	no		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.	no		Complete
31 Questions			100.00% Complete	



Association of Educational
PURCHASING AGENCIES

Part E – Signature Forms

AEPA 026-C

LED Lighting Supplies and Equipment

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 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.

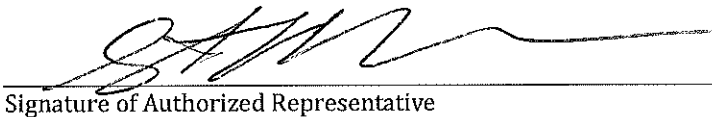
Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection 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)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	SM
2. Termination for Cause of Convenience	Yes, I agree	SM
3. Davis-Bacon Act	Yes, I agree	SM
4. Contract Work Hours and Safety Standards Act	Yes, I agree	SM
5. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	SM
6. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	SM
7. Debarment and Suspension	Yes, I agree	SM
8. Byrd Anti-Lobbying Amendment	Yes, I agree	SM
9. Procurement of Recovered Materials	Yes, I agree	SM
10. Profit as a Separate Element of Price	Yes, I agree	SM
11. General Compliance with Participating Agencies	Yes, I agree	SM
12. Governing Law; Forum Selection.	Yes, I agree	SM

Facility Solutions Group, Inc.
Name of Business


Signature of Authorized Representative

Stephen Malave
Printed Name

9/11/2025
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.

Stephen Malave

Authorized Representative (Please print or type)

300 Madison Ave

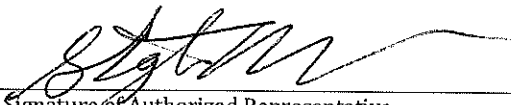
Mailing Address

Vice President

Title (Please print or type)

Manalapan, NJ 07726

City, State, Zip



Signature of Authorized Representative

9/11/2025

Date

Solicitation Affidavit-Page 1 of 2

STATE OF New Jersey

COUNTY OF Monmouth

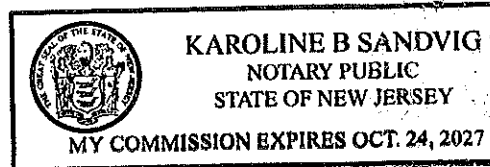
SUBSCRIBED AND SWORN TO before me this 11 day of September, 2025 by
Stephen Malare



Notary Public

My Commission expires: Oct 24, 2027

Notary ID: _____



Solicitation Affidavit-Page 2 of 2



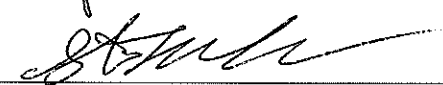
Acceptance of Solicitation & Contract

Association of Educational

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>Facility Solutions Group, Inc</u>	Date	<u>9/11/2025</u>
Address	<u>300 Madison Ave</u>	City, State Zip	<u>Manalapan, NJ 07726</u>
Contact Person	<u>Stephen Malave</u>	Title	<u>Vice President</u>
Authorized Signature		Title	<u>Vice President</u>
Email	<u>Stephen.malave@fsgj.com</u>	Phone	<u>732-826-6100</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-C

LED Lighting Supplies and Equipment

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:	Facility Solutions Group
Company Address:	300 Madison Ave
City, State, zip code:	Manalapan, NJ 07716
Title:	Account Manager
Phone:	732-826-6100
Email:	AEPA@fsgj.com

Exceptions & Deviations

Instructions:

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

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

Licenses



State	SOS Corp License	Electrical License	GC License	Security
Alabama	000-592-576			
Arkansas	198160625	0198160625		
Arizona	F14169564	ROC 260333		
California	202206110916	930378		
Colorado	20071578998	EC0003573		
Connecticut	691938			
Delaware	2009100804			
Florida	F10000003825	EC-0001073		
Georgia	16118999	PEF007543		
Iowa	649407	EL205731MB		
Idaho	635003			
Illinois	65951118			
Indiana	2007121800831	EH1700039		
Kansas	4147815			
Kentucky	CE65503	ME65517		
Louisiana	36676685F	CL.66423		
Massachusetts	1106867			
Maryland	F12287447	14265		
Michigan	801389095			
Minnesota		EA807520		
Missouri	LC0072458	2021019088		
Mississippi	1158489	23493-MC		
Montana	F1137524	ELE-EM-LIC-37973		
North Carolina	1049095	U.14470		
Nebraska			27475-24	
Nevada	NV20191195084	85932		
New Jersey	0400208884	34EB01067100		
New Mexico	2975662	359938		
New York City	3605519	12725		
Ohio	2297703	49907		
Oklahoma	2312246250	22402-003269		

Licenses



State	SOS Corp License	Electrical License	GC License	Security
Oregon	1347710-96	C1573	220063	
Rhode Island	001692058			
South Carolina		110352		
Tennessee	001072078	76883		
Texas	800921572	17904, 24643		TX B19407
Virginia	F1741950	2705192962		
Washington	602-806-603	FACILSG797MS		
Wyoming	2018-000786420	C-10102		

Locations

Abilene

5650 Meadow Drive
Abilene, TX 79606
(325) 701-9936

Albuquerque

8909 Washington St NE
Albuquerque, NM 87113
(505) 884-9019

Atlanta

135 Bethea Road, Suite 503
Fayetteville, GA 30214
(678) 201-0051

Austin

FSG Electric
8203-A N Lamar Blvd
Austin, TX 78753
(512) 518-5341

FSG Lighting
610 West Powell Lane
Austin, TX 78753
(512) 518-5341

Baltimore

6933 Golden Ring Rd
Rosedale, MD 21237
(410) 780-5370

Chicago

1045 Entry Dr
Bensenville, IL 60106
(630) 875-8300

Chicago MDC

1000 N Main Street
Lombard, IL 60148
(630) 875-8300

Corpus Christi

585 South Padre Island Rd
Corpus Christi, TX 78405
(361) 882-5685

Dallas

FSG Electric
2525 Walnut Hill Lane
Ste 100 Dallas, TX 75229
(214) 308-0374

FSG Lighting
2525 Walnut Hill Lane
Ste 300 Dallas, TX 75229
(214) 308-0374

Denver

555 W 48th Ave, Ste A
Denver, CO 80216
303-820-2220

El Paso

1315 W. Main Street
El Paso, Texas 79902
(915) 307-3386

Harlingen

8018 W Expy 83
Harlingen, TX 78559
(956) 230-2505

Houston

FSG Electric
5115 Steadmont Dr
Houston, TX 77040
(713) 462-6258

FSG Lighting
5091 Steadmont Dr
Houston, TX 77040
(713) 462-6258

Indianapolis

9715 Kincaid Dr, Ste 2000
Fishers, IN 46037
(317) 570-4917

Irvine

16871 Millikan Ave
Irvine, CA 92606
(800) 265-0439

Irving MDC

2800 Valley View Ln, Suite 100
Irving, Texas 75062
(972) 812-3500

Kansas City

17880 West 99th Street
Lenexa, KS 66219
(913) 422-8400

Las Vegas

6545 S Decatur Blvd. #130
Las Vegas, NV 89120
(702) 434-6698

Lighting Management, Inc

50 Tice Blvd, Suite 130
Woodcliff Lake, NJ 07677

New Jersey

300 Madison Avenue
Manalapan, NJ 07726
(732) 826-6100

Miami

10384 W State Rd 84 Suite 5
Davie, FL 33324
(863) 606-6166

National Accounts

2525 Walnut Hill Ln, Ste 400
Dallas, TX 75229
(214) 351-6266

New York

FSG Electric
494 8th Avenue, Suite 1200 New
York, NY 10001
(212) 729-8397

FSG Lighting
494 8th Avenue, Suite 200 New
York, NY 10001
(212) 729-8397

Ohio

4352 Glendale Milford Rd Blue
Ash, OH 45241
(283) 220-9282

Phoenix

263 S Mulberry
Mesa, AZ 85202
(602) 274-3848

Placentia

801 Richfield Rd.
Placentia, CA 92870
(714) 237-9970

Prefabrication

10231 Kotzebue St.
San Antonio, TX 78217
(210) 750-9739

San Antonio

3003 NE Loop 410, Ste 130 San
Antonio, TX 78218
(210) 657-2357

San Francisco

30510 San Antonio Street
Hayward, CA 94544
(800) 660-6678

Signs

10212 Metric Blvd
Austin, TX 78758
(512) 262-4898

Smart Buildings

2590 Oakmont Drive, Ste 214
Round Rock, TX 78665
(512) 835-6120

Solar

8409 N Military Trl, Ste. 110 & 111
Palm Beach Gardens, FL 33410
(203) 460-0227

South Carolina

5527 B Woodbine Ave
N. Charleston, SC 29406
(888) 723-4308

Tampa

304 Winston Creek Pkwy
Lakeland, FL 33810
(863) 606-6102

Telecom

116 NXE
Hutto, TX 78634
(888) 671-4080

Tennessee

7106 Crossroads Boulevard
Suite 204 Brentwood, TN 37027
(844) 256-0404

Toronto, ON, Canada

9225 Leslie St, Richmond Hill,
Ontario L4B 3H6, Canada
(877) 241-5415



Page 1 of 1

State of New Jersey

DEPARTMENT OF THE TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

33 WEST STATE STREET - P.O. BOX 034 TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION FOR:

FACILITY SOLUTIONS GROUP INC
300 MADISON AVE
MANALAPAN, NJ, 07726

BOND AMOUNT: \$ 500,000,000.00

In accordance with N.J.S.A. 18A:18A-27 et seq. (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department(s) as previously noted.

Aggregate Rating	Trade(s) & License(s)	Effective Date	Expiration Date
\$500,000,000.00	C009 – GENERAL C047 – ELECTRICAL* 34EB01067100	08/04/2024	08/03/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- Information on aggregate amounts can be verified on the [DPMC WEB SITE](#).

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION.

Recommendation for New Contracts

AEPA 026 - C LED Lighting

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

Designsign Pro: The core pricing sheet in the pricing workbook is not completed and no catalog discounts are provided on tab F.1 of the pricing workbook.

PSG Energy Services LLC: Tab F.1 of the Pricing Workbook was not completed by the vendor. Tab F.1 is Required.

Solicitations rejected DURING Category Committee evaluation with cause for rejection:

ATG Electronics: Part 2 of the questionnaire was not completed and response was deemed non-responsive.

EcoLite Holdings LLC: Response was heavily tied to TIPS contract and pricing, including their e-commerce platform and marketing strategies.

Ikio LED Lighting: Discount percentages listed on the non-core price list (tab F.2B) are not consistent with the catalog discount percentages proposed in tab F.1.

Methodology Used by the Committee for Determination:

 X 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.

 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).

Facility Solutions Group = #1

Facility Solutions Group (FSG) was the only viable response that advanced to the price evaluation stage. The other three submissions contained issues that prevented them from moving beyond the technical review. For comparison purposes, the committee evaluated FSG's 026 proposal against the vendor's current AEPA price file (as of March 2025). The average catalog discount offered in the 026 response was 37%, which is slightly below the vendor's current AEPA price file average of 38%.

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

None

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from:

ATG Electronics

EcoLite Holding LLC

Ikio LED Lighting

Proposed Motion:

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

Facility Solutions Group

Committee Members

Committee Chair – Name & Signature:

Joni Puffett, MN



Committee Member: Brent Minton, IN

Committee Member: Mark Carollo, PA

Committee Member:

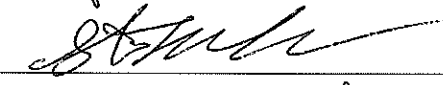


Acceptance of Solicitation & Contract

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>Facility Solutions Group, Inc</u>	Date	<u>9/11/2025</u>
Address	<u>300 Madison Ave</u>	City, State Zip	<u>Manalapan, NJ 07726</u>
Contact Person	<u>Stephen Malave</u>	Title	<u>Vice President</u>
Authorized Signature		Title	<u>Vice President</u>
Email	<u>Stephen.malave@fsgj.com</u>	Phone	<u>732-826-6100</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 Cooperative Purchasing Connection

Authorized Representative DocuSigned by: Jane Eastes Executive Deputy Director

Authorized Signature Jane Eastes
6D9BB132BB3040A

Awarded this 23rd day of December Contract Number 026-C

Contract to commence-check one
(Member Agency to select) ☐ 3/1/2026 ☒ Or 12/23/25

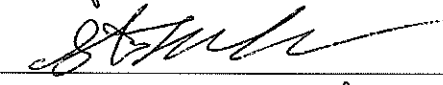


Acceptance of Solicitation & Contract

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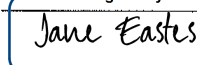
PART I: RESPONDENT

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>Facility Solutions Group, Inc</u>	Date	<u>9/11/2025</u>
Address	<u>300 Madison Ave</u>	City, State Zip	<u>Manalapan, NJ 07726</u>
Contact Person	<u>Stephen Malave</u>	Title	<u>Vice President</u>
Authorized Signature		Title	<u>Vice President</u>
Email	<u>Stephen.malave@fsgj.com</u>	Phone	<u>732-826-6100</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	DocuSigned by: <u>Jane Eastes</u>	Executive Deputy Director
Authorized Signature		
	<small>6D9BB132BB3040A</small>	

Awarded this	<u>23rd</u>	day of	<u>December</u>	Contract Number	<u>026-C</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>